City of Denton

Meeting Agenda

City Council

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Tuesday, May 19, 2026 | **4:00 PM** | **Council Work Session Room & Council Chambers**

WORK SESSION BEGINS AT 4:00 P.M. IN THE COUNCIL WORK SESSION ROOM

CLOSED MEETING BEGINS IMMEDIATELY FOLLOWING THE WORK SESSION IN THE COUNCIL WORK SESSION ROOM

REGULAR MEETING BEGINS AT 6:30 P.M. IN THE COUNCIL CHAMBERS

REGISTRATION GUIDELINES FOR ADDRESSING THE CITY COUNCIL

Individuals may speak during a Council meeting under one of the following categories:

Open Microphone:

At regular meetings only, individuals can speak on any topic that is not on the agenda for no longer than four (4) minutes per individual. This portion of the meeting occurs immediately after the start of the regular meeting session. Please note, Council members cannot engage in a discussion on topics presented during this portion and there are limited slots available for this portion of the meeting.

Comments on Agenda Items:

Public comments can be given for any item considered by the Council, EXCEPT work session reports or closed meetings. Individuals are only able to comment one time per agenda item and cannot use more than one method to comment on a single agenda item. Public comments are limited to three (3) minutes per citizen.

Public Hearing Items:

Individuals are limited to four (4) minutes per public hearing item.

Individuals may participate by using one of the following methods:

1. **In Person for Regular or Consent Agenda Items:**

   To provide in-person comments on consent agenda items, individuals must be present at the Work Session portion of the meeting. To provide in-person comments on individual consideration items, individuals must be present at the Regular or Special Session portion of the meeting. In both instances, individuals must also submit a speaker card (available at the meeting location) to the City Secretary prior to the item being called.

2. **In Person for Public Hearing Items:**

For public hearing items, speaker cards are encouraged but not required.

3. eComment:

The agenda is posted online at www.cityofdenton.com/publicmeetings. Once the agenda is posted, a link to make virtual comments using the eComment module will be made available next to the meeting listing on the Upcoming Events Calendar. Using eComment, Individuals may indicate support or opposition and submit a brief comment about a specific agenda item. eComments may be submitted up until the start of the meeting at which time the ability to make an eComment will be closed. eComments will be sent directly to members of the City Council immediately upon submission and recorded by the City Secretary into the Minutes of the Meeting.

After determining that a quorum is present, the City Council of the City of Denton, Texas will convene in a Work Session on Tuesday, May 19, 2026, at 4:00 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

WORK SESSION

1. Citizen Comments on Consent Agenda Items

This section of the agenda allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. Each speaker will be given a total of three (3) minutes to address any item(s). Any person who wishes to address the City Council regarding these items may do so by submitting a completed speaker card (available at the meeting location) to the City Secretary at the commencement of the Work Session meeting. Registration is required prior to the time the City Council considers this item.

2. Requests for clarification of agenda items listed on this agenda for public hearing and individual consideration.

This section allows members of the City Council to ask questions on items listed on this agenda for public hearing and individual consideration. Responses to questions on items listed under the consent agenda that are received prior to the meeting are available by clicking on Exhibit 1 below. The responses will be available prior to the start of the meeting, when applicable. Any handouts distributed at the meeting will also be uploaded to the below link by 12:00 p.m. on the business day following the meeting. Members of the Council may remove items from the consent agenda. When items are removed from the consent agenda and placed on the regular agenda by members of the council, the removed items shall be taken up in the order of removal right after the consent agenda.

A. ID 26-0065 Meeting Questions, Responses & Handouts

Attachments: Exhibit 1 - Agenda Information Sheet

3. Work Session Reports

A. ID 26-0416 Receive a report, hold a discussion, and give staff direction regarding the results of the 2026 Community Survey.

[Estimated Presentation/Discussion Time: 1 hour]

Attachments: Exhibit 1: Agenda Information Sheet
Exhibit 2: Report of Survey Results
Exhibit 3: Presentation

Following the completion of the Work Session, the City Council will convene in a Closed Meeting in the Council Work Session Room to consider specific item(s) when these items are listed below under the Closed Meeting section of this agenda. The City Council reserves the right to adjourn into a Closed Meeting on any item on its Open Meeting agenda consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law.

1. Closed Meeting:

Any final action, decision, or vote on a matter deliberated in a Closed Meeting will only be taken in an Open Meeting that is held in compliance with Texas Government Code, Chapter 551, except to the extent such final decision, or vote is taken in the Closed Meeting in accordance with the provisions of Section 551.086 of the Texas Government Code (the 'Public Power Exception'). The City Council reserves the right to adjourn into a Closed Meeting or Executive Session as authorized by Texas Government Code, Section 551.001, et seq. (The Texas Open Meetings Act) on any item on its open meeting agenda or to reconvene in a continuation of the Closed Meeting on the Closed Meeting items noted above, in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.086 of the Texas Open Meetings Act.

NOTE: Any item for which a formal action at the Regular Meeting has been taken by Council may be subject to a request for a motion for reconsideration at any time during the meeting, at the Concluding Items Section, or after the meeting. In order to comply with the Texas Open Meetings Act, a request for a motion for reconsideration made during, at the end of, or after a Council meeting will be placed on the agenda and considered at the next official meeting of the City Council.

Following the Closed Meeting, the City Council will reconvene in Open Meeting to take action, if any, on matters discussed in closed session.

AFTER DETERMINING THAT A QUORUM IS PRESENT, THE REGULAR MEETING OF THE CITY OF DENTON CITY COUNCIL WILL CONVENE AT 6:30 P.M. IN THE COUNCIL CHAMBERS AT CITY HALL, 215 E. MCKINNEY STREET, DENTON, TEXAS AT WHICH THE FOLLOWING ITEMS WILL BE CONSIDERED:

1. PLEDGE OF ALLEGIANCE

A. U.S. Flag
B. Texas Flag

"Honor the Texas Flag – I pledge allegiance to thee, Texas, one state under God, one and indivisible."

2. PROCLAMATIONS/PRESENTATIONS

A. ID 26-0789 Proclamation: Salvation Army Appreciation to Mayor, Gerard Hudsepth

B. ID 26-0766 Proclamation: Building Safety Month

Attachments: May 19, 2026 Building Safety Month.pdf

C. ID 26-0281 Proclamation: Preservation Month

Attachments: May 2026 Denton Revealed Preservation Month .pdf

D. ID 26-0505 Proclamation: Water Safety Awareness Month

Attachments: May 19, 2026 Water Safety Awareness Month.pdf

3. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

A. Review of procedures for addressing the City Council.

B. Reports from members of the public shall be received through the following two (2) methods. A total of up to seven (7) speakers are permitted to provide public comment and may include any combination of prior registration and open microphone speakers.

1) Pre-registration. This section of the agenda permits any person who has registered in advance to make a citizen report regarding a public business item he or she wishes to be considered by the City Council. Each speaker is allowed a maximum of four (4) minutes to present their report. At the conclusion of each report, the City Council may pose questions to the speaker or may engage in discussion. If the City Council believes that a speaker's report requires a more detailed review, the City Council will give the City Manager or City Staff direction to place the item on a future work session or regular meeting agenda and advise staff as to the background materials to be desired at such meeting.

2) Open Microphone. This section of the agenda permits any person who has not registered in advance for a citizen report to make comments about public business items not listed on the agenda. Such person(s) shall have registered using the "Virtual White Card" or "By Phone" process outlined by the City on its website or meeting notice.

During open microphone reports under this section of the agenda, the Council may listen to citizens speak. However, because notice of the subject of the open microphone report has not been provided to the public in advance, the Texas Open Meetings Act limits any deliberation or decision by the Council to: a proposal to place the item on a future agenda; a statement of factual information; or a recitation of existing policy. Council Members may not ask the open microphone speakers questions or discuss the items presented during open microphone reports.

NOTE: If audio/visual aids during presentations to Council are needed, they must be submitted to the City Secretary 24 hours prior to the meeting.

4. CONSENT AGENDA

Each of these items is recommended by Staff or a board, commission, and committee. Approval thereof will be strictly on the basis of those recommendations. Approval of the Consent Agenda authorizes the City Manager or his designee to implement each item in accordance with the Staff recommendations. The City Council has received background information and has had an opportunity to raise questions regarding these items prior to consideration.

For those items recommended by a specific board, commission, or committee, the agenda item will reference that recommendation. To view the video of the related board, commission, or committee meeting, as applicable, a link can be found within the applicable supporting documentation (Exhibit 1).

Listed below are bids, purchase orders, contracts, and other items to be approved under the Consent Agenda (Agenda Items A – R). This listing is provided on the Consent Agenda to allow Council Members to discuss or withdraw an item prior to approval of the Consent Agenda. If no items are pulled, the Consent

Agenda Items will be approved with one motion. If items are pulled for separate discussion, they may be considered as the first items following approval of the Consent Agenda.

A. ID 26-0670 Consider adoption of an ordinance of the City of Denton granting a special permit to Mario Sinacola & Sons Excavating, Inc. to allow for work hours outside those ordinarily allowed pursuant to Section 17-20 (c)(3)(f) of the City of Denton Code of Ordinances, with respect to hours of operation related to Hickory Creek Road Phase 3 construction of the Hickory Creek Road and Bridge over Hickory Creek and Canadian Pacific Kansas City Railroad: providing for approval of special permit for a variance in the hours of operation during weekdays and weekends; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Applicant Request
Exhibit 3 - Location and Aerial Maps
Exhibit 4 - Noise Ordinance Special Permit Checklist
Exhibit 5 - Ordinance

B. ID 26-0596 Consider approval of a resolution of the City Council of the City of Denton, Texas adopting a sustainability plan entitled "Simply Sustainable Framework"; replacing the City's previously adopted sustainability plan; and providing an effective date. The Sustainability Framework Advisory Committee recommends approval (4-0).

Attachments: Exhibit 1. Agenda Information Sheet
Exhibit 2. Resolution and Simply Sustainable Framework 2026

C. ID 26-0669 Consider adoption of an ordinance of the City of Denton authorizing the submission of an application to the U.S. Department of Transportation FY 2026 Safe Streets and Roads for All Grant Program funded by the Infrastructure Investment and Jobs Act (IIJA) in the amount of $9,600,000 and City's matching funds of $2,400,000 for road safety improvements and implementations in the City's Vision Zero Phase II Plan; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information
Exhibit 2 - Ordinance
Exhibit 3 - Hickory and Eagle Drive Road Safety Audit Reports by the NCTCOG
Exhibit 4 - Vision Zero Action Plan Final Report

D. ID 26-0767 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to accept on behalf of the City a reimbursement grant from the U.S. Department of Transportation Fiscal Year 2024 Safe Streets and Roads for All Program in the amount of $576,000 in federal funding which requires City matching funds in the amount of $144,000 to develop a comprehensive safety action plan; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance
Exhibit 3 - Agreement

E. ID 26-0594 Consider approval of a resolution of the City of Denton amending Policy No. 10.00 "Ethics" to ensure the City establishes ethical expectations, promotes integrity, and

provides guidelines to prevent an actual or perceived conflict of interest and misuse of City resources; Content unrelated to these core ethic philosophies originally held in Policy No. 10.00 Ethics are now delineated by the creation of Policy No. 10.01 "Gift, Meals, and Event Attendance", Policy No. 10.02 "Nepotism", Policy No. 10.03 "Secondary Employment"; and declaring an effective date.

Attachments: Exhibit 1 – Agenda Information Sheet
Exhibit 2 - Resolution
Exhibit 3 – Revised Policy No. 10.00 - Ethics
Exhibit 4 – Redlined Policy Draft 10.00 - Ethics
Exhibit 5 – New Policy No. 10.01 - Gift, Meals, and Event Attendance
Exhibit 6 – New Policy No. 10.02 - Nepotism
Exhibit 7 – New Policy No. 10.03 - Secondary Employment

F. ID 26-0810 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a Fifth Amendment to an engagement between the City of Denton and Lloyd Gosselink Rochelle & Townsend, P.C., amending the engagement approved by the City Council on July 20, 2021, in the not-to-exceed amount of $550,000.00; amended by Amendments 1, 2, 3, and 4, approved by City Council; said Fifth Amendment to provide additional legal services for the City of Denton; providing for the expenditure of funds therefor; and providing an effective date (File 7762 - providing for an additional Fifth Amendment expenditure amount not-to-exceed $200,000.00, with the total contract amount not-to-exceed $1,350,000.00).

Attachments: Exhibit 1 - AIS.pdf
Exhibit 2 - Ordinance.pdf

G. ID 26-0715 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute Change Order No. 4 to the contract between the City of Denton and Oscar Renda Contracting, Inc., for the construction and movement of public water/wastewater utilities in support of TxDOT's I-35 widening from the split to US-380 for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 7968-004 - Change Order No. 4 in the not-to-exceed amount of $2,722,204.25, for a total contract award aggregated to $20,038,587.25). The Public Utilities Board will consider this item on Monday, May 18, 2026.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Original Ordinance, Contract and Change Orders 1-3
Exhibit 3 - Ordinance and Change Order 4

H. ID 26-0717 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Halff Associates, Inc., for the development of a Pecan Creek Storm Water Master Plan update for the Drainage Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-016 - Professional Services Agreement for assessment services awarded to Halff Associates,

Inc., in the not-to-exceed amount of $1,057,370.00). The Public Utilities Board will consider this item on Monday, May 18, 2026.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Contract

I. ID 26-0721 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Online Information Services, Inc., for fraud detection and credit risk assessment for the Customer Service Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 9001 - awarded to Online Information Services, Inc., in the five (5) year not-to-exceed amount of $320,000.00). The Public Utilities Board will consider this item on Monday, May 18, 2026.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Pricing Evaluation
Exhibit 3 - Ordinance and Contract

J. ID 26-0726 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a contract between the City of Denton and GTS Technology Solutions, Inc., amending the contract approved by City Council on November 15, 2022, in the not-to-exceed amount of $2,200,000.00; amended by Amendment 1 approved by the City Council; said second amendment to add the Department of Information Resources (DIR) Cooperative Purchasing Network Contract No. DIR-CPO-5721 for Information Technology (IT) staff augmentation services for the Technology Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8127 - providing for an amendment to the ordinance to add the Department of Information Resources (DIR) Cooperative Purchasing Network Contract No. DIR-CPO-5721).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Original Ordinance, Contract, Ordinance, and Amendment 1
Exhibit 3 - Ordinance and Amendment 2

K. ID 26-0727 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Groggy Dog Sportswear & Graphic Design, LLC, through The Interlocal Purchasing System (TIPS) Cooperative Program Contract No. 241202, for the purchase of athletic jerseys and award, athletic, and special event t-shirts for the Parks and Recreation and Fire Departments; providing for the expenditure of funds therefor; and providing an effective date (File 8892 - awarded to Groggy Dog Sportswear & Graphic Design, LLC, in the five (5) year not-to-exceed amount of $835,000.00).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Cooperative Pricing
Exhibit 3 - Ordinance

L. ID 26-0728 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal

corporation, authorizing the City Manager to execute a contract with Mega Promotions, Inc., for food and beverage concession stand operations at athletic complexes for the Parks and Recreation Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8964 - awarded to Mega Promotions, Inc., for a one (1) year term, with the option for four (4) additional one (1) year extensions, in the total five (5) year term).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Pricing Evaluation
Exhibit 3 - Ordinance and Contract

M. ID 26-0729 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Cubic ITS, Inc., for the Gridsmart Video Detection System for the Traffic Department to be stocked in the City of Denton Warehouse; providing for the expenditure of funds therefor; and providing an effective date (RFP 8993 - awarded to Cubic ITS, Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $2,500,000.00).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Contract

N. ID 26-0739 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying Change Order No. 1 to the contract between the City of Denton and 4X Construction Group, LLC, for the Cell 6 Construction Project for the Solid Waste and Recycling Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8907 - Change Order No. 1 in the not-to-exceed amount of $618,467.03, for a total contract award aggregated to $5,491,222.03). The Public Utilities Board will consider this item on Monday, May 18, 2026.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Original Ordinance and Contract
Exhibit 3 - Ordinance and Change Order 1

O. ID 26-0746 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with BRCT LLC, dba Black Rock Construction, for the construction of the Baker Offsite Sewer Project with the geographical limits as follows: Masch Branch Road from Hampton Road to Jim Crystal Road for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8833 - awarded to BRCT LLC, dba Black Rock Construction, in the not-to-exceed amount of $2,719,616.55). The Public Utilities Board will consider this item on Monday, May 18, 2026.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Bid Tabulation
Exhibit 3 - Ordinance and Contract

P. ID 26-0750 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal

corporation, authorizing the City Manager to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc., for professional engineering services relating to the Woodrow Multimodal Improvements Project for the Capital Projects Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-017 - Professional Services Agreement for engineering services awarded to Kimley-Horn and Associates, Inc., in the not-to-exceed amount of $408,500.00).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Contract

Q. ID 26-0752 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Galls, LLC through the North Central Texas Council of Governments (NCTCOG), Contract No. 2021-073, for first responder uniforms, accessories, and alteration services for the Police and Fire Departments; providing the expenditure of funds therefor; and providing an effective date (File 9053 - awarded to Galls, LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $2,250,000.00).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Pricing Sheet
Exhibit 3 - Ordinance

R. ID 26-0795 Consider adoption of an ordinance of the City of Denton authorizing the city manager to enter into a development agreement between the City of Denton and TG Duchess Denton, LLC for the dedication of park land for a city park; authorizing the acceptance of land; and providing an effective date. The Parks, Recreation, and Beautification Board voted to recommend approval (5-0).

Attachments: Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance and Agreement
Exhibit 3- Denton Site Plan

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. A26-0001 Consider adoption of an ordinance of the City of Denton, Texas, regarding a Municipal Services Agreement, pursuant to Tex. Loc. Gov't. Code Sec. 43.0672, between the City of Denton and Coy Mark and Carolyn Rollins for the provision of city services to approximately 2.94 acres of land, generally located 1,671 feet east of Mayhill Road, north of Mills Road; approving a schedule of annexation; authorizing the City Manager to execute the agreement; and providing an effective date. (A26-0001, Rollins Annexation, Angie Manglaris)

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Draft Municipal Services Agreement and Annexation Schedule Ordin
Exhibit 4 - Presentation

B. A26-0001a Consider adoption of an ordinance of the City of Denton, Texas, regarding the issuance of a Service Plan, pursuant to Tex. Loc. Gov't. Code Sec. 43.056, for property owned by Coy Mark and Carolyn Rollins for the provision of city services to approximately 2.94 acres of land, generally located 1,671 feet east of Mayhill Road, north of Mills Road; authorizing the City Manager to execute the Plan; and providing an effective date. (A26-0001a, Rollins Annexation, Angie Manglaris)

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Draft Service Plan
Exhibit 4 - Presentation

6. PUBLIC HEARINGS

A. A26-0001b Hold a public hearing and consider a petition for voluntary annexation of approximately 2.940 acres of land, generally located 1,671 feet east of Mayhill Road and north of Mills Road, into the City of Denton, Denton County, Texas. (A26-0001b, Rollins Annexation, Angie Manglaris)

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Future Land Use Map
Exhibit 4 - Current Zoning Map
Exhibit 5 - Presentation

B. PD26-0001b Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas regarding a change in the zoning district and use classification from Residential 7 (R7) District to Overlay Planned Development (PD) District with a Mixed-Use Neighborhood (PD-MN) base zoning district on approximately 0.786 acres of land, generally located at the northwest corner of the intersection of Jagoe Street and Scripture Street in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted (5-0) to recommend approval of the request. Motion for approval by Commissioner Ketchersid and second by Commissioner McDuff. (PD26-0001b, 1716 Scripture, Sean Jacobson)

Attachments:
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Site Location Map
Exhibit 4 - Existing Zoning Map
Exhibit 5 - Proposed Zoning Map
Exhibit 6 - Future Land Use Map
Exhibit 7 - Development Standards
Exhibit 8 - Comparison of Allowed Uses
Exhibit 9 - Public Notice and Engagement
Exhibit 10 - LLC Members List
Exhibit 11 - Staff Presentation
Exhibit 12 - Ordinance

C. Z25-0017a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in zoning district and use classification from a Residential Rural (RR) district to a Suburban Corridor (SC) district on approximately 4.37 acres of land generally located on the south side of Hartlee Field Road, approximately 580 feet east of East Sherman Drive in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [5-0] to recommend approval of the request. Motion for approval by Commissioner Dyer and second by Commissioner Ketchersid. (Z25-0017a, Denton Striker, Ashley Ekstedt)

Attachments:
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Applicant Narrative
Exhibit 4 - Site Location Map
Exhibit 5 - Future Land Use Map
Exhibit 6 - Existing Zoning Map
Exhibit 7 - Proposed Zoning Map
Exhibit 8 - Table of Allowed Uses
Exhibit 9 - Notification Map
Exhibit 10 - Draft Ordinance
Exhibit 11 - Staff Presentation

D. Z26-0004a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in zoning district and use classification from a Residential Rural (RR) district to a Residential 1 (R1) district on approximately 3.3 acres of land generally located on the north side of Chinn Road, approximately 1,180 feet east of Ganzer Road in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and

Zoning Commission voted [5-0] to recommend approval of the request. Motion for approval by Commissioner Dyer and second by Commissioner McDuff. (Z26-0004a, Chinn Rezoning, Ashley Ekstedt)

Attachments:
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Applicant Narrative
Exhibit 4 - Site Location Map
Exhibit 5 - Future Land Use Map
Exhibit 6 - Existing Zoning Map
Exhibit 7 - Proposed Zoning Map
Exhibit 8 - Table of Allowed Uses
Exhibit 9 - Notification Map
Exhibit 10 - Draft Ordinance
Exhibit 11 - Staff Presentation

7. ITEMS FOR INDIVIDUAL CONSIDERATION (continued)

A. A26-0001c Conduct the first of two readings of an ordinance of the City of Denton, Texas annexing approximately 2.94 acres of land, generally located 1,671 feet east of Mayhill Road, and north of Mills Road, into the City of Denton, Denton County, Texas; providing for a correction to the City map to include the annexed land; and providing for a savings clause and an effective date. (A26-0001c, Rollins Annexation, Angie Manglaris)

Attachments:
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Future Land Use Map
Exhibit 4 - Current Zoning Map
Exhibit 5 - Draft Annexation Ordinance
Exhibit 6 - Presentation

B. ID 26-0751 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Construction Manager at Risk contract with Steele & Freeman, Inc., for construction phase services of the Linda McNatt Animal Care and Adoption Center Project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8558 - awarded to Steele & Freeman, Inc., including the Guaranteed Maximum Price in the not to-exceed amount of $17,546,956.00).

Attachments:
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Pre-Construction Contract
Exhibit 3 - Presentation
Exhibit 4 - Ordinance and Construction Contract

C. ID 26-0692 Consider adoption of an ordinance of the City of Denton temporarily amending Chapter 25 streets, sidewalks and public places, Article V, Special Events, adding Division 6:

neighborhood block parties sections 25-252 through 25-256, to create a one-year pilot program to establish application and permitting processes for implementation of a streamlined process for neighborhood block parties commencing June 1, 2026, and expiring June 1, 2027; providing a savings clause; providing a severability clause; providing codification; and providing an effective date. The Parks, Recreation, and Beautification Board recommends adoption (5-0).

Attachments: Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance
Exhibit 3- Presentation
Exhibit 4- Block Party Planning Guide

D. ID 26-0632 Consider adoption of an ordinance of the City of Denton, Texas, adopting the City of Denton Vision Zero Action Plan, providing a severability clause, and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Draft Vision Zero Action Plan
Exhibit 3 - Draft Ordinance
Exhibit 4 - Presentation

8. CONCLUDING ITEMS

A. Under Section 551.042 of the Texas Open Meetings Act, respond to inquiries from the City Council or the public with specific factual information or recitation of policy, or accept a proposal to place the matter on the agenda for an upcoming meeting AND Under Section 551.0415 of the Texas Open Meetings Act, provide reports about items of community interest regarding which no action will be taken, to include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; or an announcement involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

B. Possible Continuation of Closed Meeting topics, above posted.

C E R T I F I C A T E

I certify that the above notice of meeting was posted on the official website (https://tx-denton.civicplus.com/242/Public-Meetings-Agendas) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on May 13, 2026, in advance of the three (3) business day posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

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OFFICE OF THE CITY SECRETARY

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City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Cassey Ogden, Interim

DATE: May 19, 2026

SUBJECT

Meeting Questions, Responses & Handouts

BACKGROUND

City Councilmembers direct questions related to items on the agenda to City staff. The questions are assigned to applicable departments and corresponding responses are compiled to a Question & Answer Report (Q&A) which is placed in a file directory for the applicable meeting. Selecting the link above will gain access to the final version of the Q&A for this meeting, which will be available prior to the start of the meeting.

Periodically during a meeting, handouts are distributed to members of the City council. Any information distributed at this meeting will also be added to the directory by 12:00 p.m. on the business day following the meeting.

EXHIBITS

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Ingrid Rex
City Secretary

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Office of Strategy, Budget, and Performance

ACM: Christine Taylor

DATE: May 19, 2026

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding the results of the 2026 Community Survey.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Strengthen Community and Quality of Life

BACKGROUND

An invitation to complete the 2026 Community Survey was sent to a random sample of 18,000 single-family and multifamily households in Denton, stratified by ZIP code to ensure a proportional representation of each area in line with the city's population distribution. The invitation, along with the survey instrument, was available in both English and Spanish. A total of three reminder emails were sent to encourage participation. The survey was open from February 18 to March 18.

From this effort, the City received 1,509 complete responses. With a confidence level of 95 percent and a margin of error of ±2.51 percentage points, these statistically valid results can be confidently applied to the entire population.

The 2026 results show that Denton residents continue to report high satisfaction with their overall quality of life, as well as strong ratings for parks, libraries, recreational opportunities, and personal safety. Residents describe Denton as a desirable place to live, raise children, visit, and retire. At the same time, this year's results highlight several priority areas where residents expect greater focus. The most significant concerns identified include improving the condition and maintenance of streets and sidewalks, strengthening public safety services, and addressing ongoing challenges with traffic management, mobility, and the overall transportation system. Residents also emphasized the importance of ensuring that core infrastructure keeps pace with rapid growth and noted concern about the visibility and impact of homelessness in public spaces, while broadly supporting service-based approaches to address it.

Staff will use the results of this year's survey to better understand resident experiences, identify opportunities for improvement, and integrate these insights into ongoing operational planning, budget development, and the continued implementation of the City's strategic plan.

The survey results will be posted on the City of Denton's website alongside previous survey results for public review.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Report of Survey Results
Exhibit 3: Presentation

Respectfully submitted:
Aimée Kaslik
Chief Strategic Officer







CITY OF DENTON

2026 COMMUNITY SURVEY

REPORT OF SURVEY RESULTS
PREPARED BY OFFICE OF STRATEGY, BUDGET, AND PERFORMANCE
MAY 2026

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Executive Summary

The City of Denton Community Survey provides residents with an opportunity to evaluate the quality of life in Denton and the services they receive. The results serve as a critical input for City Council and leadership in setting priorities, allocating resources, and planning for the future. The 2026 results reflect a community that continues to value Denton as a place to live, while also identifying persistent and highly visible challenges that influence residents' day-to-day experiences and long-term perceptions of the city.

Key Results

The 2026 Community Survey provides a comprehensive view of how residents experience the City of Denton, highlighting both areas of strength and opportunities for improvement. Overall, residents continue to view Denton as a desirable place to live, supported by strong ratings for community amenities, public safety, and direct interactions with City staff. At the same time, the results point to a consistent set of challenges, particularly related to infrastructure, transportation, economic opportunity, and homelessness, that are shaping resident priorities and expectations for the future.

Quality of Life Remains Strong, Though Key Measures Show Decline

- 67% rate overall quality of life positively, aligning with state and national benchmarks
- Denton continues to perform well as a place to live and at the neighborhood level
- Denton as a place to work declined to 53%, indicating growing concern around economic opportunity

Infrastructure, Transportation, and Mobility Drive Top Resident Priorities

- Streets, sidewalks, and transportation rank as the highest priorities for City leadership
- These areas also received some of the lowest performance ratings in the survey
- Results reflect visible impacts of growth, congestion, and infrastructure demands

Residents Feel Safe, but Perceptions of Police Services Lag

- 89% feel safe overall, significantly exceeding national benchmarks
- Safety perceptions are strong across neighborhoods, parks, retail areas, and Downtown
- Police visibility, enforcement, and service ratings remain moderate and below benchmarks

Community Services and Denton's Appeal Remain Significant Strengths

- Parks, recreation, library services, and Denton as a place to visit receive strong ratings, many exceeding benchmarks
- Maintenance of city parks and library services are among the highest-rated services
- Residents express gratitude for community amenities that contribute to quality of life and community character

Homelessness Is a Significant and Widely Shared Concern

- 84% of residents view homelessness as a moderate or major problem
- Strong support for service-based solutions, including shelter and mental health programs
- Only 28% rate the City's efforts positively, indicating a gap between expectations and performance

Residents Are Engaged, but Communication Effectiveness Is Mixed

- 83% of residents accessed the City's website in the past year
- Direct notifications (newsletters, alerts) are the most frequently used communication method
- Moderate ratings suggest opportunities to improve clarity, accessibility, and delivery

Strong Customer Service Contrasts with Lower Confidence in Government

- Over 80% of residents rate customer service, professionalism, and responsiveness positively
- Ratings significantly exceed state and national benchmarks
- Confidence in government, value of services, and overall direction remain moderate and lower

Resident Priorities Align Closely with Lower-Performing Areas

- Top priorities include infrastructure, transportation, public safety, and homelessness
- These areas correspond directly with lower performance ratings in the survey
- Parks, libraries, and community amenities rank lower in priority, reflecting strong performance

Conclusion

The 2026 Community Survey results provide a clear and actionable framework for decision-making. Denton continues to demonstrate strong performance in many areas that contribute to quality of life, including safety, community services, and customer service. At the same time, the results highlight a set of interconnected challenges related to infrastructure, mobility, economic opportunity, and homelessness that will require focused attention. By aligning resources and strategies with these priorities, while continuing to build on areas of strength, the City is well-positioned to enhance service delivery, strengthen trust, and maintain the high quality of life that residents value.

Survey Introduction

Purpose

The City of Denton conducts a biennial Community Survey, inviting residents to evaluate the City's quality of life and services. This survey serves as a platform for residents to voice their satisfaction, suggest improvements, and highlight service priorities for the upcoming two years. Acting as a performance report for the City and a guide for resource allocation, the survey's insights play a crucial role in shaping service levels, budget distribution, and future planning.

Methodology

An invitation to complete the 2026 Community Survey was sent to a random sample of 18,000 single-family and multifamily households in Denton, stratified by ZIP code to ensure proportional representation of each area in line with the City's population distribution. The invitation, along with the survey instrument, was available in both English and Spanish. A total of 9,720 survey invitations were sent to single-family households across the City. An additional 8,280 surveys were sent to multifamily households. A total of three reminder emails were sent to encourage participation. The survey was open from February 18 to March 18.

From this effort, the City received 1,509 complete responses, a statistically valid sample representing a response rate of 8.38 percent. With a confidence level of 95 percent and a margin of error of ±2.51 percentage points, these results can be confidently applied to the entire population.

The survey comprised 132 rating statements, free response comments, and eight demographic questions. The primary rating scale ranged from "Excellent" to "No Opinion," with additional scales for safety, importance, and likelihood. As per industry standards, "No Opinion" ratings and blank responses were excluded from the analysis.

Constraints

Although the survey methodology is robust and its results applicable to Denton's entire population, certain data constraints and biases must be acknowledged. The demographic profile of respondents does not completely align with the City's population (Appendix E).

Ethnic Background	Respondent Characteristics	Population Characteristics
Asian or Pacific Islander	3%	4%
Black or African American	6%	11%
Hispanic or Latino	6%	24%
Native American or Alaskan Native	1%	0%
White or Caucasian	62%	57%
Multiracial or Biracial	2%	4%
A race/ethnicity not listed here	2%	0%
No response	18%	

The Hispanic population is underrepresented in the survey, with only 6 percent of responses from this group, against their 24 percent share in Denton's population. Similarly, the younger age group (18-34 years) is underrepresented, constituting only 16 percent of responses, while 26 percent of respondents are over 65. This is in contrast with the City's demographics where 37 percent are aged 18-34 and 12 percent are 65 or older.

Age Group	Respondent Characteristics	Population Characteristics
18-24 years	4%	19%
25-34 years	12%	18%
35-44 years	13%	11%
45-54 years	11%	10%
55-64 years	15%	9%
65-74 years	17%	7%
75 years or older	9%	5%
Prefer not to answer	2%	
No response	17%	

There is a significant bias towards homeownership among respondents. While 51 percent of Denton residents are renters, they make up only 33 percent of survey respondents. In contrast, homeowners constitute 50 percent of respondents, making the survey somewhat more representative of this group.

These biases should be factored into the analysis, as the survey results are not adjusted to account for them. Applying demographic-based weights may affect the confidence level in extrapolating the results to the entire city population.

Another limitation is in the subgroup analysis, especially ZIP codes (Appendix E). Although data is available by ZIP code, the overall sample's 95 percent confidence level and ±2.51 percentage points margin of error do not apply to these subgroups. The accuracy of subgroup results for their respective populations is lower. Hence, it's critical to understand that subgroup results may not be as accurately applicable to their populations as the overall results to the overall population.

Reading the Results

The survey is segmented into eight key categories: Quality of Life, Community Characteristics, Public Safety, Quality of City Services, Homelessness, Communication, City Performance, and Service Priorities.

The survey results, primarily expressed as percent positive responses, amalgamate the top two positive responses for each statement (e.g., "Excellent" and "Good", "Very Safe" and "Safe", "Very Likely" and "Likely", etc.). These findings shape city initiatives and budget priorities. The report's comparative analysis underscores significant trends from the 2024 to 2026 survey, focusing on the highest positive rating of “Excellent” and the most negative ratings of “Poor” and “Very Poor”. This depth of analysis is necessitated by the shift from a 4-point to a 5-point Likert scale (Appendix A).

Because community surveys collect opinions from a sample of residents rather than every household, each survey result includes a margin of error. When comparing results between two years, a difference must be large enough to rise above normal statistical variation before we can say a “real” change occurred.

For this survey, the margin of error in 2024 was 3.4% and the margin of error in 2026 was 2.5%. When combined, this means that year-to-year differences must be at least 4.2 percentage points to be considered statistically significant at the 95% confidence level. Changes smaller than 4.2 points may reflect normal sampling variation rather than a meaningful shift in public opinion. In this report, only differences of ±4.2 percentage points or more are flagged as statistically significant. (Appendix C)

In addition to the quantitative findings, the report incorporates resident perspectives gathered through the survey’s open-ended question on service priorities. While respondents were specifically invited to share feedback related to priority areas, broader themes also emerged within these comments. To provide additional context, these themes are summarized in Appendix E, offering a qualitative complement to the survey’s statistical results and helping illuminate the issues that most shape resident perceptions.

Benchmarking

The report integrates benchmark data from various cities, selected for their similarities to Denton in terms of location, population, services, and amenities. This data, reported on a 5-point Likert scale and available in Appendix D, is critical for the City's strategic planning and budget allocation. It provides a comparative measure of Denton's performance against leading cities nationwide. This comparative analysis, coupled with tracking Denton's performance trends, offers invaluable insights for the City's development.

Results

The City of Denton Community Survey is a comprehensive instrument designed to measure the quality of life in Denton, the quality of city services, and residents' service priorities. Results from the 2026 survey are organized into key categories that capture the core elements of residents' experience, including Quality of Life, Community Characteristics, Public Safety, Quality of City Services, Communication, City Performance, Homelessness, and Service Priorities. Together, these categories provide a holistic view of how residents experience the community and the services they receive.



Each category highlights areas where the City is performing well, as well as areas presenting opportunities for improvement. Viewed collectively, the results offer insight into the strengths that support Denton's overall quality of life and the challenges that most directly shape residents' day-to-day experience. The Results section also includes the service priorities identified by residents, which provide important context for interpreting performance. These priorities help illustrate where residents believe City leadership should focus attention and resources, linking survey findings to future planning and decision-making.

Taken together, the findings in this section are intended to provide a clear and actionable understanding of resident experience, helping to guide service delivery, resource allocation, and the City's ongoing strategic efforts.

Quality of Life

The Quality of Life section evaluates residents' perceptions of Denton as a place to live, work, raise children, retire, and visit, as well as their perception of their neighborhood. This section reflects how residents experience the community overall and serves as a key indicator of Denton's livability.

Overall, residents continue to rate quality of life in Denton positively. In 2026, 67 percent of residents rate the overall quality of life as "Good" or "Excellent," aligning with the state benchmark (67 percent) and slightly exceeding the U.S. benchmark (66 percent). This represents a decline from 2024 (72 percent).

Denton as a place to live remains a strong measure, with 72 percent positive, aligning closely with both the state benchmark (76 percent) and the U.S. benchmark (75 percent). Similarly, residents' perceptions of their neighborhood are high at 76 percent positive, though this falls below the U.S. benchmark (83 percent).

Perceptions of Denton as a place to raise children are 64 percent positive, slightly below the state benchmark (68 percent) but above the U.S. benchmark (63 percent).

Denton as a place to work is one of the lowest-rated measures in this section at 53 percent positive, falling below both the state benchmark (60 percent) and the U.S. benchmark (61 percent). This represents a decline from 2024 (62 percent) and is the most notable shift within this category. This lower rating aligns closely with resident perceptions of employment opportunities, which are among the lowest-rated measures in the survey, suggesting that concerns about economic opportunity are influencing broader perceptions of Denton as a place to work.

In contrast, Denton as a place to visit is rated at 61 percent positive, significantly exceeding both the state benchmark (37 percent) and the U.S. benchmark (55 percent). Denton as a place to retire is rated at 58 percent positive, aligning closely with both the state (56 percent) and U.S. (56 percent) benchmarks.

Variation across ZIP codes remains notable. For overall quality of life, ratings range from a high of 73 percent in ZIP code 76207 to a low of 58 percent in ZIP code 76208, a 15-point difference. Similar variation is present across other measures, including:

- Denton as a place to live, ranging from 75 percent (76210) to 65 percent (76208)
- Neighborhood ratings, ranging from 83 percent (76207) to 67 percent (76201)
- Denton as a place to work, ranging from 58 percent (76208 and 76210) to 50 percent (76201 and 76209)

These differences indicate that perceptions of quality of life vary meaningfully across the city and may be influenced by localized conditions such as infrastructure, development patterns, and access to amenities.

1. Please rate the following aspects of quality of life in Denton.

	76201	76205	76207	76208	76209	76210
Denton as a place to live	70%	72%	73%	65%	73%	75%
Your neighborhood as a place to live	67%	78%	83%	73%	68%	82%
Denton as a place to raise children	61%	64%	63%	58%	62%	72%
Denton as a place to work	50%	54%	53%	58%	50%	58%
Denton as a place to visit	70%	63%	56%	58%	62%	56%
Denton as a place to retire	52%	55%	67%	51%	53%	60%
Overall quality of life in Denton	67%	66%	73%	58%	64%	70%

Resident feedback reinforces these findings, with comments frequently highlighting concerns related to job opportunities, cost of living, and the impacts of growth and congestion on overall livability.

Overall, the Quality of Life results indicate that Denton remains a strong and desirable place to live, with performance generally aligned with benchmark comparisons. However, the decline in overall quality of life and in perceptions of Denton as a place to work, combined with persistent variation across ZIP codes, highlights areas where focused attention may be warranted moving forward.

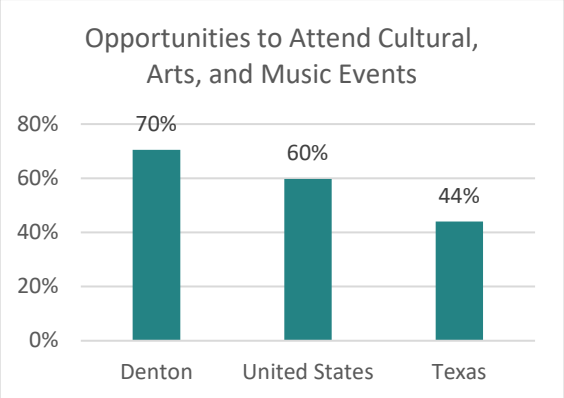
Community Characteristics

The Community Characteristics section evaluates residents' perceptions of community opportunities, transportation and mobility, maintenance and appearance, development patterns, and economic activity. These elements are among the most visible aspects of daily life and play a significant role in shaping how residents experience Denton as it continues to grow.

Overall, results in this section are mixed, with stronger performance in community amenities and economic activity, and lower ratings in areas related to mobility, development, and city appearance.

Community Opportunities

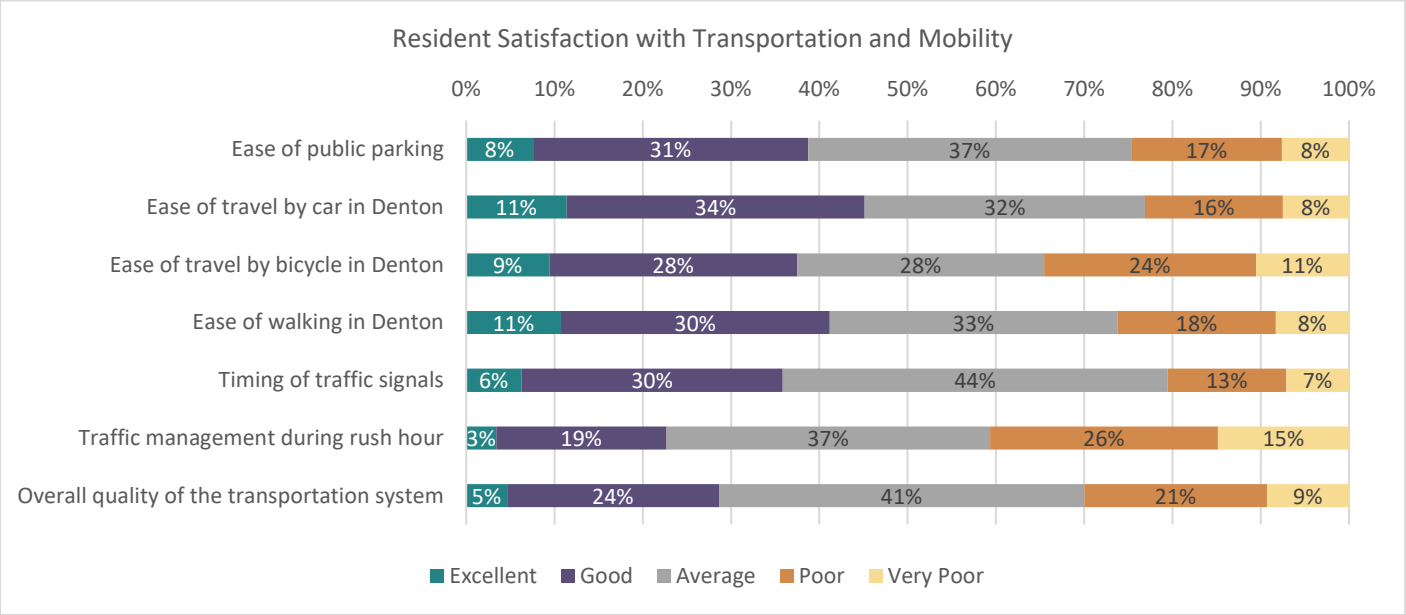
Community opportunities remain a relative strength. Opportunities to attend cultural, arts, and music activities are rated at 70 percent positive, exceeding both the state benchmark (44 percent) and the U.S. benchmark (60 percent). Similarly, opportunities to attend special events and festivals are rated at 68 percent positive, aligning with the U.S. benchmark (64 percent). Opportunities to participate in community matters are also rated positively at 59 percent, significantly exceeding both the state (19 percent) and U.S. (37 percent) benchmarks. These results indicate that residents feel strongly about Denton's cultural and civic engagement opportunities.



In contrast, employment opportunities are rated at 34 percent positive, falling well below both the state benchmark (52 percent) and the U.S. benchmark (48 percent). This represents a decline from 2024 (41 percent) and is one of the lowest-rated measures in this section. This finding aligns directly with the Quality of Life results related to Denton as a place to work, reinforcing a consistent concern regarding economic opportunity.

Transportation and Mobility

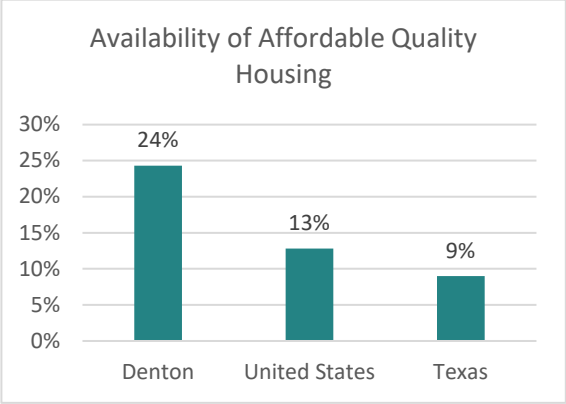
Transportation and mobility measures remain among the lowest-rated aspects of the survey. Ease of travel by car is rated at 45 percent positive, aligning with the U.S. benchmark (49 percent), while ease of walking is rated at 41 percent, slightly below both the state and U.S. benchmarks (44 percent). More notably, traffic management during rush hour is rated at just 23 percent positive, significantly below both the state (42 percent) and U.S. (38 percent) benchmarks. The overall quality of the transportation system is rated at 29 percent positive, also well below the U.S. benchmark (47 percent). These results indicate that mobility challenges remain a persistent and highly visible concern.



These lower ratings closely mirror resident priorities, where transportation and mobility rank among the highest areas for emphasis, indicating that these challenges are both visible and impactful in daily life.

Community Appearance and Design

Maintenance and appearance measures reflect moderate performance but remain below benchmark comparisons in several areas. The overall appearance of the city is rated at 51 percent positive, falling well below both the state (71 percent) and U.S. (65 percent) benchmarks. Similarly, the appearance of major streets and corridors is rated at 40 percent positive, significantly below both the state (56 percent) and U.S. (52 percent) benchmarks. Other measures, such as maintenance of business and residential properties and cleanup of litter and debris, fall in the mid-range and generally align more closely with benchmarks.



Perceptions related to development reflect ongoing concerns about growth and design. Well-planned residential growth is rated at 31 percent positive, while well-planned commercial growth is rated at 33 percent, both indicating relatively low satisfaction. The availability of affordable quality housing is rated even lower at 24 percent positive, despite exceeding both the state (9 percent) and U.S. (13 percent) benchmarks. Quality of new development and overall design of residential and commercial areas are also rated below 40 percent positive, reinforcing concerns about how growth is being managed. In contrast, preservation of historical or cultural character remains a relative strength at 59 percent positive, exceeding the U.S. benchmark (49 percent).

Economic Development

Economic development measures show stronger performance in specific areas. The overall quality of business and service establishments is rated at 57 percent positive, aligning with the U.S. benchmark (56 percent), while the variety of establishments is rated at 59 percent, exceeding the U.S. benchmark (51 percent). The vibrancy of Denton's Downtown is rated particularly high at 70 percent positive, significantly exceeding benchmark comparisons. However, overall economic development efforts are rated at 48 percent positive, indicating more moderate perceptions of the City's broader economic strategy.

Variation across ZIP codes is evident throughout this section. For example:

- Employment opportunities range from 41 percent (76207) to 30 percent (76201 and 76208)
- Traffic management ranges from 26 percent (76201) to 18 percent (76208)
- Appearance of the city ranges from 55 percent (76201 and 76210) to 46 percent (76208)
- Vibrancy of Downtown ranges from 79 percent (76201) to 61 percent (76208)

These differences indicate that resident experience varies meaningfully across the city, particularly in areas related to mobility, development, and economic activity.

Overall, the Community Characteristics results highlight a clear pattern: residents value Denton's cultural amenities, community engagement opportunities, and certain aspects of economic activity, while continuing to express concern about employment opportunities, transportation, development, and city appearance. In addition, residents frequently reflect these concerns, particularly around traffic congestion, road conditions, development patterns, and the pace of growth, reinforcing the connection between these issues and overall perceptions of the community. These findings point to a set of interconnected and highly visible issues that will be important to address as the City continues to grow.

Public Safety

The Public Safety section evaluates residents' perceptions of safety, their satisfaction with police, fire, and emergency services, and their overall sense of safety in Denton. These measures reflect both actual and perceived safety conditions and are foundational to overall quality of life.

Residents report very high levels of safety in daily environments. For example, 95 percent feel safe in their neighborhood during the day, and 86 percent feel safe in their neighborhood in the evening, both exceeding benchmark comparisons. Safety perceptions are similarly strong in parks and retail areas, with ratings generally ranging from the mid-80s to mid-90s during the day and remaining high in the evening. Downtown safety perceptions are also strong, with 94 percent reporting feeling safe during the day and 77 percent in the evening, both significantly exceeding benchmark comparisons.

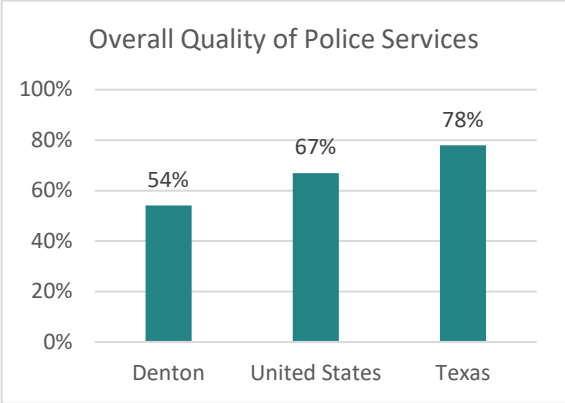
8. Please rate how safe or unsafe you feel walking.

	Denton	United States	Compared to US	Texas	Compared to Texas
In your neighborhood during the day	95%	88%	↗	89%	↗
In your neighborhood in the evening	86%	68%	↑	71%	↑
In your neighborhood park during the day	95%	66%	↑	72%	↑
In your neighborhood park in the evening	76%	49%	↑	49%	↑
In retail areas during the day	94%	78%	↑	82%	↑
In retail areas in the evening	80%	54%	↑	55%	↑
In city's downtown during the day	94%	62%	↑	73%	↑
In city's downtown in the evening	77%	35%	↑	17%	↑

Overall, residents report a strong sense of safety across the city. In 2026, 89 percent of residents report feeling safe or very safe, aligning with the state benchmark (89 percent) and significantly exceeding the U.S. benchmark (64 percent).

This high level of perceived safety is consistent across multiple measures and represents one of the strongest areas of performance in the survey.

Perceptions of safety from specific risks are also positive. Residents report 83 percent feeling safe from violent crime and 76 percent from property crime, indicating generally favorable perceptions in these areas. Perceptions of safety from natural disasters and environmental hazards remain high overall and broadly aligned with benchmark comparisons.



In contrast to strong safety outcomes, perceptions of police services are more moderate. The overall quality of police services is rated at 54 percent positive, falling well below both the state benchmark (78 percent) and the U.S. benchmark (67 percent). Similarly, visibility of police across neighborhoods, retail areas, and Downtown ranges from the upper 30s to upper 40s, consistently below benchmark comparisons. Efforts to prevent crime are rated at 52 percent positive, below the state benchmark (58 percent), and traffic enforcement is rated at 44 percent, also below both state (55 percent) and U.S. (49 percent) benchmarks. These results indicate a gap between residents' overall sense of safety and their perceptions of police visibility and service delivery.

Fire and emergency services continue to perform strongly. The overall quality of fire services is rated at 82 percent positive, aligning closely with the U.S. benchmark (83 percent), while ambulance services are rated at 80 percent positive, slightly exceeding the U.S. benchmark (79 percent). Animal services are rated at 60 percent positive, aligning with both state (60 percent) and U.S. (57 percent) benchmarks.

Variation across ZIP codes is present but less pronounced than in other sections. Overall safety ranges from 94 percent in ZIP code 76210 to 77 percent in ZIP code 76208, a 17-point difference, indicating that while safety perceptions are high overall, they vary across the city. Similar variation is evident in police-related measures, such as visibility and crime prevention efforts, as well as in perceptions of safety in the evening.

Overall, the Public Safety results reveal a consistent pattern: residents feel safe in Denton and report strong safety outcomes across most environments. At the same time, perceptions of police services, particularly visibility and enforcement are more moderate and fall below benchmark comparisons. This contrast points to an opportunity to build greater confidence in police service delivery while sustaining the community's strong sense of safety. Resident feedback aligns with these findings: commenters often describe Denton as generally safe but express a desire for increased police visibility, enhanced traffic enforcement, and improved responsiveness in specific areas.

Quality of City Services

The Quality of City Services section evaluates resident satisfaction with community services, public works and infrastructure, and solid waste and environmental sustainability services. These services represent core City functions and play a significant role in residents' day-to-day experience.

Overall, results in this section are mixed, with strong performance in community services and more moderate to lower ratings in infrastructure and environmental services.

Quality of Life Services

Recreation and library services are rated positively. The overall quality of recreation centers is rated at 69 percent positive, exceeding the U.S. benchmark (58 percent), while the variety of programs is rated at 69 percent, also exceeding benchmarks. Library services remain among the highest-rated, with 80 percent of residents rating the overall quality of libraries positively, aligning with the state benchmark (79 percent) and exceeding the U.S. benchmark (76 percent). Collection of library materials is similarly strong at 78 percent positive.

Community amenities remain a clear strength. Maintenance of city parks is rated at 88 percent positive, exceeding both the state benchmark (80 percent) and the U.S. benchmark (74 percent) and representing a notable improvement from 2024 (77 percent). Other park-related measures also perform well, including overall quality of city parks at 73 percent positive, aligning with both state (73 percent) and U.S. (70 percent) benchmarks, and quality of facilities at parks at 71 percent, exceeding both benchmarks.

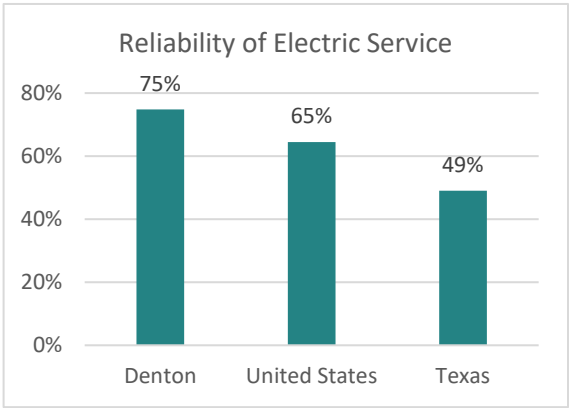


Public Works Services

Public works and infrastructure services receive more moderate ratings and, in several areas, fall below benchmark comparisons. The condition of major streets is rated at 33 percent positive—well below both the state benchmark (50 percent) and the U.S. benchmark (43 percent). Similarly, neighborhood streets are rated at 31 percent positive, and neighborhood sidewalks at 36 percent, each significantly below comparison benchmarks. The overall quality of infrastructure is rated at 54 percent positive, trailing the U.S. benchmark of 65 percent. These lower ratings align directly with Service Priorities, where streets, sidewalks, and core infrastructure rank among the areas requiring the greatest emphasis, underscoring the importance of focusing on foundational systems that shape residents' daily experiences.

Several infrastructure-related measures show declines compared to 2024. Quality of stormwater drainage is rated at 61 percent positive, representing a decline from 67 percent. Street sweeping is rated at 51 percent, down from 56 percent. These results indicate a downward shift in several service areas that are highly visible to residents.

Despite these challenges, some infrastructure services remain strong. Reliability of water service is rated at 75 percent positive, aligning closely with both the state (78 percent) and U.S. (74 percent) benchmarks. Reliability of electric service is rated at 75 percent positive, aligning closely with both the state (49 percent) and U.S. (65 percent) benchmarks.



Solid Waste and Environmental Sustainability Services

Solid waste services continue to perform well overall, though ratings are generally lower than in 2024. Residential trash collection is rated at 81 percent positive, aligning with both the state and U.S. benchmarks (82 percent). Residential recycling is rated at 77 percent, aligning with the U.S. benchmark (77 percent) and exceeding the state benchmark (75 percent). Brush and bulky waste collection and landfill operations are also rated positively and align with benchmark comparisons.

However, the overall quality of solid waste services is rated at 75 percent positive, which falls below both the state (87 percent) and U.S. (87 percent) benchmarks and represents a decline from 2024 (80 percent). In addition, education about environmental issues is rated at 53 percent, and promotion of water and energy conservation are rated at 54 percent and 52 percent, respectively, indicating more moderate perceptions in these areas.

Variation across ZIP codes is evident throughout this section. For example:

- Maintenance of city parks ranges from 80 percent (76205) to 69 percent (76208)
- Condition of neighborhood streets ranges from 50 percent (76210) to 21 percent (76201 and 76209)
- Overall quality of infrastructure ranges from 63 percent (76210) to 48 percent (76201)
- Overall quality of solid waste services ranges from 84 percent (76210) to 66 percent (76208)

These differences indicate that service experience varies across the city, particularly in infrastructure and solid waste services.

Overall, the Quality of City Services results indicate strong performance in community services, particularly parks and libraries—balanced by more moderate perceptions of infrastructure, solid waste, and environmental services. Declines in several infrastructure, solid waste, and environmental measures, along with gaps relative to benchmark comparisons, point to areas where continued focus may be needed. Resident comments reinforce this pattern, frequently citing concerns about road conditions, infrastructure maintenance, and service consistency, while also expressing appreciation for parks, libraries, and other community amenities.

Homelessness

The Homelessness section evaluates residents' perceptions of homelessness as a community issue, their views on the importance of services to address it, and their assessment of the City's efforts.

Homelessness continues to be viewed as a significant issue in Denton. In 2026, 44 percent of residents identify homelessness as a major problem, while an additional 40 percent identify it as a moderate problem. Taken together, this indicates that 84 percent of residents view homelessness as at least a moderate concern. While the share of residents identifying homelessness as a major problem declined from 50 percent in 2024, this change reflects a shift toward moderate concern rather than a reduction in overall concern.

14. To what degree, if at all, is homelessness a problem in the City of Denton?

	2024	2026	Change
Major Problem	50%	44%	-6.0
Moderate Problem	35%	40%	4.6
Minor Problem	14%	13%	-0.9
Not a Problem	2%	3%	1.4

Perceptions of homelessness vary across the city. The percentage of residents identifying homelessness as a major problem ranges from 53 percent in ZIP code 76208 to 34 percent in ZIP code 76210, indicating notable differences in how the issue is experienced across communities. Similarly, moderate concern ranges from 32 percent (76208) to 44 percent (76207), reinforcing that while overall concern is widespread, its intensity varies geographically.

Residents express strong support for services aimed at addressing homelessness, particularly those that address immediate needs. Providing shelter during severe weather is rated as important by 59 percent of residents, the highest among the service categories. Mental health programs (53 percent) and substance abuse programs (50 percent) are also rated highly, indicating strong support for services that address underlying causes. Supportive housing, which combines housing with services, is rated at 45 percent, while housing and rental assistance programs (40 percent) and job training programs (38 percent) are rated somewhat lower, though still important to a substantial portion of residents.

15. How important to you, if at all, is it for the City of Denton to contribute funding to community-based organizations that provide each of the following services to the homeless population and others in need?	Essential	Very Important	Somewhat Important	Not at all Important
Job training programs	38%	37%	20%	5%
Mental health programs	53%	31%	12%	4%
Substance abuse programs	50%	34%	12%	4%
Shelter during severe weather, including temperature extremes	59%	28%	10%	3%
Housing and rental assistance programs	40%	32%	20%	8%
Supportive housing, which combines housing with services such as job training and substance abuse treatment	45%	33%	17%	5%

ZIP code results show consistently high levels of support for services across the city. For example, support for shelter during severe weather ranges from 83 percent to 91 percent, while support for mental health and substance abuse programs generally falls in the mid-80 percent range across all ZIP codes. This consistency indicates broad agreement on the importance of service-based responses.

In contrast to the strong concern about homelessness and broad support for services, perceptions of the City's efforts in this area are more limited. Only 28 percent of residents rate Denton's efforts to address homelessness as "Good" or "Excellent." Ratings are relatively consistent across ZIP codes—ranging from 23 percent in 76201 to 32 percent in 76210—suggesting a widely shared view that current efforts are not meeting expectations. This combination of high concern and more moderate assessments of the City's performance highlights a clear gap between resident expectations and the perceived effectiveness of current approaches.

Overall, the Homelessness results reveal a consistent pattern: residents view homelessness as a significant and highly visible issue, support a range of service-based responses, and express more moderate confidence in the City's current efforts. This combination of high concern, strong support for services, and lower performance ratings suggests an opportunity to strengthen both the visibility and effectiveness of the City's approach moving forward. Resident feedback reinforces these findings, noting the visibility of homelessness and its impact on public spaces, as well as the need for solutions that address underlying causes such as mental health, housing stability, and access to services.

Communication

The Communication section evaluates how effectively the City of Denton shares information with residents, how residents access that information, and how frequently they engage with City communication channels.

Overall, results indicate that residents are actively accessing City information but have more moderate perceptions of how effectively that information is delivered.

Residents report relatively strong performance in time-sensitive communication. Providing accurate and timely information during emergencies is rated at 67 percent positive, making it one of the highest-rated measures in this section. This suggests that the City performs well in critical communication situations where clarity and speed are essential.

Other aspects of communication are rated more moderately. Explaining complex topics in an easy-to-understand way is rated at 55 percent positive, while ease of finding information on City digital platforms is rated at 53 percent. Similarly, communication style reflecting the community's character and values is rated at 57 percent positive. These results indicate that while communication is generally effective, there is room to improve clarity, accessibility, and overall connection with residents.

Keeping residents well-informed about news, projects, and meetings is rated at 51 percent positive, though this measure significantly exceeds both the state and U.S. benchmarks (30 percent). While this suggests Denton performs well relative to peers, the moderate rating indicates that residents still see an opportunity for improvement in staying informed.

Usage patterns provide important context for these perceptions. A large majority of residents report accessing the City's website, with 83 percent indicating they have visited the site in the past 12 months. This high level of engagement suggests that digital platforms are a primary and widely used communication channel. This pattern suggests that while residents are actively accessing City information, perceptions of communication effectiveness are more moderate, indicating a gap between engagement and satisfaction.

Among communication sources, residents rely most on direct notifications, such as newsletters, texts, and utility bill inserts, with 53 percent reporting frequent use. Community-led platforms, including social media groups and word-of-mouth, are also widely used at 39 percent, followed by the City's digital tools (website and apps) at 37 percent. In contrast, reliance on official City social media accounts and traditional media sources is lower, both at 29 percent.

18. Please rate how often you rely on the following sources for City of Denton information.

	Very Often	Often	Sometimes	Rarely	Never	Very Often/ Often
City's digital tools (website, apps) to learn about services or report issues	12%	26%	39%	17%	7%	37%
City's official social media accounts for events, programs, and service updates	9%	20%	32%	22%	16%	29%
Direct notifications (City newsletter, texts, utility bill inserts) for information	19%	34%	29%	12%	6%	53%
Traditional sources (local news outlets, Denton Record-Chronicle, Community Impact)	9%	20%	30%	24%	17%	29%
Community-led platforms (NextDoor, Facebook groups, word-of-mouth) for City updates	14%	25%	30%	16%	14%	39%

These patterns suggest that while the City's website is widely accessed, residents rely more heavily on push communication methods, particularly direct notifications, when seeking timely or relevant information.

Variation across ZIP codes is present but relatively moderate compared to other sections. For example:

- Ease of finding information ranges from 59 percent (76210) to 49 percent (76201, 76208, and 76209)
- Keeping residents informed ranges from 55 percent (76201 and 76210) to 47 percent (76205 and 76209)
- Website usage ranges from 85 percent (76209) to 80 percent (76207)

These differences suggest some variation in how residents experience and access City communication, though patterns are generally consistent across the city.

Overall, the Communication results reveal a clear dynamic: residents are actively engaging with City information—particularly through digital platforms and direct notifications—yet perceptions of communication effectiveness remain more moderate. This suggests an opportunity to enhance how information is presented, delivered, and tailored to meet resident expectations more effectively. Resident comments frequently point to a desire for clearer and more accessible communication, especially around complex topics, major projects, and City decision-making.

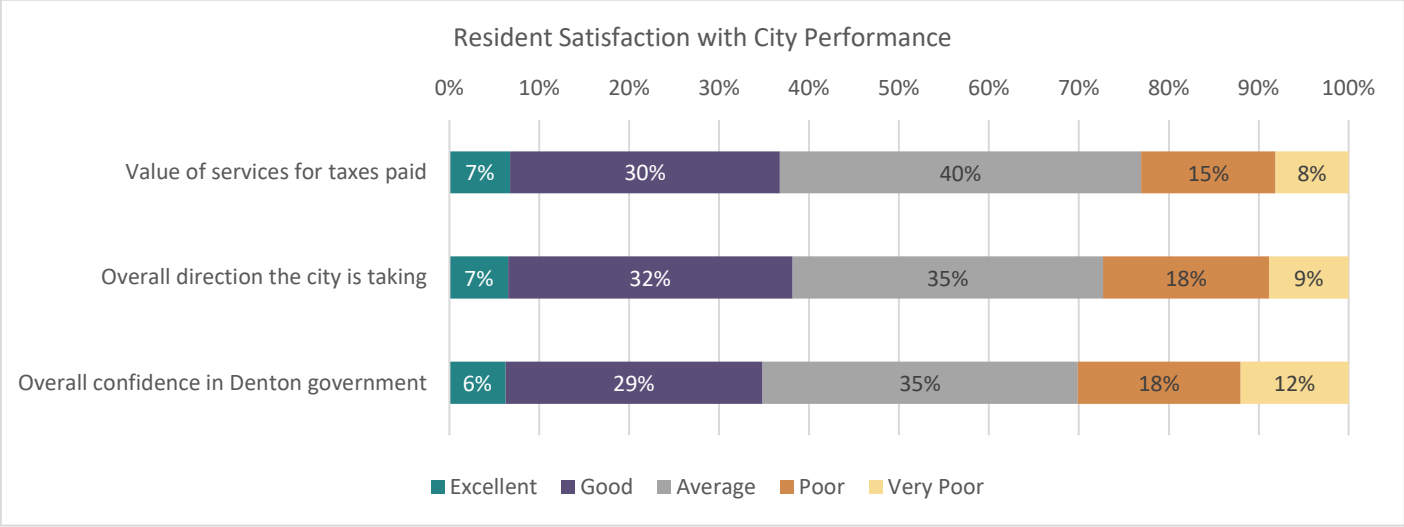
City Performance

The City Performance section evaluates residents' perceptions of value, direction, and confidence in government, as well as their likelihood to remain in Denton, their assessment of service quality across levels of government, and their direct experiences with City staff.

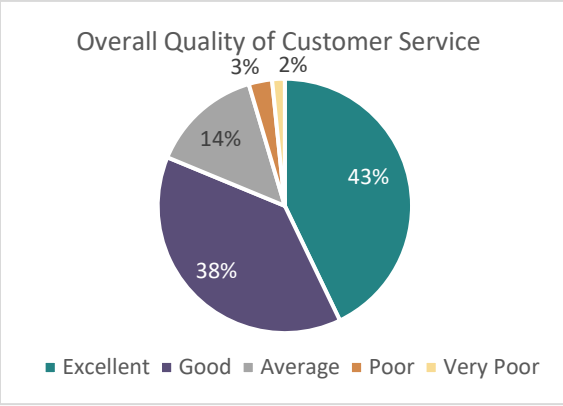
Overall, results indicate a clear distinction between residents' experiences with City services and their broader perceptions of City performance and governance.

Perceptions of value and confidence are more moderate. The value of services for taxes paid is rated at 37 percent positive, falling below both the state benchmark (47 percent) and the U.S. benchmark (43 percent) and representing a decline from 2024 (43 percent). Similarly, overall confidence in Denton government is rated at 35 percent positive, also well below both the state and U.S. benchmarks (57 percent) and declining from 40 percent in 2024. These results indicate that while residents receive services, perceptions of value and trust in government remain areas of concern.

Perceptions of the overall direction the city is taking are somewhat stronger but still moderate, at 38 percent positive. This exceeds the state benchmark (33 percent) but falls below the U.S. benchmark (50 percent), suggesting mixed sentiment regarding the City's trajectory.



Despite these more moderate perceptions, residents continue to express strong attachment to the community. Seventy-three percent of residents report they would recommend living in Denton, and 75 percent indicate they are likely to remain in the city for the next five years, both exceeding the U.S. benchmark (66 percent). These results reinforce the strength of Denton as a place to live, even as broader perceptions of governance are more measured.



Ratings of service quality further illustrate this dynamic. The overall quality of services provided by the City of Denton is rated at 63 percent positive, aligning closely with the U.S. benchmark (65 percent) but declining from 69 percent in 2024. Ratings for other levels of government are lower, with Denton County at 54 percent, the State of Texas at 45 percent, and the U.S. Government at 33 percent. These results indicate that while perceptions of City services are stronger than other levels of government, they remain moderate overall.

Direct experience with City staff is both common and highly positive. Eighty-three percent of residents report having contact with a City employee in the past 12 months. Among those residents, impressions of staff are consistently strong—82 percent positive for knowledge, 84 percent for professionalism, 80 percent for

responsiveness, and 81 percent for willingness to help. Overall customer service is rated at 81 percent positive, significantly exceeding both the state (68 percent) and U.S. (66 percent) benchmarks. This contrast reflects a broader pattern observed throughout the survey: strong day-to-day service experiences do not fully translate into higher perceptions of value, direction, or confidence in government.

Variation across ZIP codes is evident but not extreme. For example:

- Value of services ranges from 45 percent (76205) to 29 percent (76208)
- Confidence in government ranges from 43 percent (76210) to 26 percent (76209)
- Overall service quality ranges from 69 percent (76210) to 60 percent (76201 and 76209)
- Customer service ratings remain consistently high across all ZIP codes, generally in the low-80 percent range

These patterns suggest that while perceptions of value and confidence vary across the city, experiences with City staff are consistently positive.

Overall, the City Performance results highlight an important dynamic: residents report strong experiences with City employees and continue to value Denton as a place to live, yet broader perceptions of value, direction, and confidence in government remain more moderate, and in some cases, are declining. This gap between service delivery and overall perception represents a key opportunity to strengthen trust and alignment moving forward. Resident feedback reflects this pattern, with comments expressing appreciation for City staff and services while also raising concerns about broader issues such as growth, infrastructure, and the City's overall direction.

Service Priorities

The Service Priorities section identifies the areas where residents believe City leadership should place the greatest emphasis over the next two years. These priorities provide important context for interpreting survey results, as they reflect not only resident concerns, but also expectations for future action.

Overall, resident priorities are concentrated in a relatively small number of highly visible and foundational service areas. The highest-ranked priority is the overall quality and maintenance of streets and sidewalks, followed closely by public safety services and the overall quality of the transportation system. Together, these top priorities reflect a strong emphasis on core infrastructure, mobility, and safety—areas that directly shape residents' day-to-day experience. Infrastructure systems, including water, sewer, stormwater, and electric services, also rank among the highest priorities. This reinforces a consistent theme across the survey: residents are focused on maintaining and improving the City's foundational systems as growth continues.

25. Selecting from the following, rank the three service areas that need the most emphasis from city leaders over the next two years by entering the corresponding number, in priority order, in the boxes below.

	Average Rank	Top-1 Count	Top-3 Count	Bottom-3 Count
Overall quality and maintenance of streets and sidewalks	4.581	155	485	110
Overall quality of public safety services	4.830	176	465	174
Overall quality of the transportation system	4.914	196	438	187
Overall quality of infrastructure	5.032	102	395	150
Efforts to manage issues related to homelessness	5.318	220	473	306
Overall economic development efforts	6.121	69	257	280
Overall design and layout of Denton's residential and commercial areas	6.277	76	254	326
Overall quality of community amenities	6.369	46	200	294
Overall quality of code enforcement	7.271	21	151	452
Efforts to engage with and inform residents about key issues	7.636	40	158	564
Efforts to promote environmental sustainability	7.652	45	162	595

Efforts to manage issues related to homelessness rank as a top-tier priority as well. While it is not the highest-ranked issue overall, its placement among the top priorities reflects the level of concern residents expressed elsewhere in the survey. This aligns with earlier findings showing that homelessness is widely viewed as a significant issue and that residents are seeking more visible and effective responses.

Mid-tier priorities include economic development efforts and the design and layout of residential and commercial areas. These areas reflect broader concerns about growth, job opportunities, and how development is shaping the community. Their placement in the middle of the ranking suggests that while important, they are viewed as secondary to more immediate infrastructure and safety needs.

Lower-ranked priorities include community amenities, code enforcement, communication and engagement, and environmental sustainability. These areas generally correspond to sections of the survey where performance ratings were stronger or where concerns were less urgent relative to other issues.

Comments provided by residents reinforce and add context to these priorities. Feedback frequently highlights concerns about road conditions, traffic congestion, and the impact of growth on infrastructure, with residents noting the need for improved maintenance, better traffic flow, and more coordinated planning. Comments related to homelessness emphasize both the visibility of the issue and the need for solutions that address underlying causes, including mental health and housing stability. Residents also express concerns about development patterns, including the pace of growth, the quality of new development, and the preservation of community character.
At the same time, comments reflect appreciation for parks, libraries, and community amenities, often noting that these services are well-maintained and valued by the community. This supports their lower placement in priority rankings, as residents appear to view these areas as strengths that require continued support rather than significant additional emphasis.

Overall, the Service Priorities results provide a clear and consistent message. Residents are primarily focused on maintaining and improving core infrastructure, addressing mobility challenges, ensuring continued public safety, and responding effectively to homelessness. These priorities closely align with lower-performing areas identified throughout the survey, reinforcing the validity of the findings and providing a strong foundation for future planning and decision-making.

Conclusion

The 2026 Community Survey results present a clear and consistent picture of resident experience in Denton. Overall, residents continue to view Denton as a strong and desirable place to live, with positive ratings for quality of life, community amenities, and personal safety. These strengths are reinforced by high levels of satisfaction with parks, libraries, and direct interactions with City staff, as well as a strong sense of community reflected in residents' likelihood to remain in Denton and recommend it to others.

At the same time, the results highlight a set of interconnected challenges that are shaping resident perception and driving priorities for future action. Infrastructure, transportation, and mobility emerge as the most critical areas of concern, with lower performance ratings and top priority rankings reinforcing the importance of maintaining and improving core systems. Similarly, perceptions of Denton as a place to work and broader concerns related to economic opportunity point to the need for continued focus on economic development and workforce conditions.

The survey also reveals a gap between strong service delivery and broader perceptions of value, direction, and confidence in government. While residents report highly positive experiences with City employees and specific services, ratings related to value for taxes paid, overall direction, and confidence in government are more moderate. This dynamic suggests an opportunity to strengthen alignment between the services provided and how those services are experienced and understood by residents.

Homelessness is another area where resident concern is both significant and widely shared. The results indicate strong support for service-based responses, alongside more moderate perceptions of the City's current efforts. This

combination highlights the importance of both continuing to address the issue and improving how efforts are communicated and experienced by the community.

Across the survey, a consistent pattern emerges: the areas where residents are most satisfied—such as community amenities and customer service—are not the areas they identify as needing the greatest emphasis. Instead, residents are focused on foundational services and highly visible conditions that directly impact daily life, including streets, transportation, infrastructure, and public safety. This alignment between lower-performing areas and top priorities reinforces the validity of the findings and provides clear direction for future focus.

Moving forward, the results suggest several strategic considerations for City leadership. Continued investment in infrastructure and mobility will be critical to addressing resident concerns and supporting growth. Strengthening economic opportunity and perceptions of Denton as a place to work will also be important to maintaining overall quality of life. At the same time, there is an opportunity to build trust and confidence by more clearly connecting service delivery to outcomes, improving communication, and ensuring that residents understand the value of the services they receive.

Taken together, the 2026 Community Survey results provide a strong foundation for decision-making. By focusing on the areas of greatest need while sustaining areas of strength, the City is well-positioned to align resources, priorities, and strategies with the expectations of the community and continue to enhance the quality of life for residents.

Appendix A: Results Frequency

1. Please rate the following aspects of quality of life in Denton.	Excellent	Good	Average	Poor	Very Poor	Excellent/ Good
Denton as a place to live	21%	51%	22%	5%	1%	72%
Your neighborhood as a place to live	35%	41%	19%	4%	1%	76%
Denton as a place to raise children	21%	43%	26%	7%	3%	64%
Denton as a place to work	16%	37%	31%	11%	5%	53%
Denton as a place to visit	20%	41%	28%	8%	2%	61%
Denton as a place to retire	20%	37%	24%	11%	7%	58%
Overall quality of life in Denton	18%	49%	26%	5%	2%	67%

2. Please rate the following community characteristics as they relate to Denton.	Excellent	Good	Average	Poor	Very Poor	Excellent/ Good
Employment opportunities	7%	27%	40%	18%	8%	34%
Recreational opportunities	16%	40%	31%	10%	2%	57%
Shopping opportunities	17%	41%	30%	9%	2%	58%
Opportunities to attend cultural/arts/music activities	30%	40%	22%	6%	1%	70%
Opportunities to attend special events and festivals	27%	41%	23%	7%	2%	68%
Opportunities to participate in community matters	16%	43%	31%	8%	3%	59%

3. Please rate the following as they relate to aspects of transportation and mobility in Denton.	Excellent	Good	Average	Poor	Very Poor	Excellent/ Good
Ease of public parking	8%	31%	37%	17%	8%	39%
Ease of travel by car in Denton	11%	34%	32%	16%	8%	45%
Ease of travel by bicycle in Denton	9%	28%	28%	24%	11%	38%
Ease of walking in Denton	11%	30%	33%	18%	8%	41%
Timing of traffic signals	6%	30%	44%	13%	7%	36%
Traffic management during rush hour	3%	19%	37%	26%	15%	23%
Overall quality of the transportation system	5%	24%	41%	21%	9%	29%

4. Please rate the following as they relate to the maintenance and appearance of Denton.	Excellent	Good	Average	Poor	Very Poor	Excellent/ Good
Appearance of the city	10%	41%	34%	11%	3%	51%
Appearance of major streets and corridors	8%	33%	36%	16%	7%	40%
Maintenance of business properties	9%	40%	40%	9%	2%	49%
Maintenance of residential properties	7%	40%	42%	8%	3%	46%
Cleanup of litter and debris	10%	36%	35%	14%	5%	47%
Overall quality of code enforcement	9%	37%	38%	11%	6%	45%

5. Please rate the following as they relate to development in Denton.	Excellent	Good	Average	Poor	Very Poor	Excellent/ Good
Well-planned residential growth	7%	24%	30%	24%	15%	31%
Well-planned commercial growth	7%	26%	39%	18%	10%	33%
Well-designed neighborhoods	7%	30%	41%	15%	6%	38%
Availability of affordable quality housing	5%	20%	34%	25%	17%	24%
Preservation of the historical or cultural character	15%	44%	29%	8%	4%	59%
Quality of new development/redevelopment	7%	30%	37%	16%	9%	37%
Overall design or layout of Denton's residential and commercial areas	7%	31%	42%	14%	7%	37%

6. Please rate the following aspects of economic development in Denton.	Excellent	Good	Average	Poor	Very Poor	Excellent/ Good
Overall quality of business and service establishments	12%	45%	36%	6%	2%	57%
Variety of business and service establishments	14%	44%	32%	7%	2%	59%
Vibrancy of retail areas	11%	37%	38%	11%	2%	48%
Vibrancy of Denton's Downtown	27%	43%	22%	6%	2%	70%
Overall economic development efforts	8%	40%	39%	11%	3%	48%

7. Rate public safety in the following areas.	Excellent	Good	Average	Poor	Very Poor	Excellent/ Good
Efforts to prevent crime	10%	42%	36%	8%	4%	52%
Traffic enforcement	9%	35%	36%	13%	7%	44%
Visibility of police in neighborhoods	11%	27%	38%	17%	8%	38%
Visibility of police in retail areas	10%	28%	42%	14%	5%	38%
Visibility of police in Denton's Downtown	14%	34%	38%	10%	4%	48%
Overall quality of police services	16%	38%	34%	6%	5%	54%
Overall quality of fire services	35%	47%	16%	1%	1%	82%
Overall quality of ambulance services	36%	44%	18%	1%	1%	80%
Overall quality of animal services	20%	40%	31%	6%	4%	60%

8. Please rate how safe or unsafe you feel walking.	Very Safe	Safe	Unsafe	Very Unsafe	Safe/ Very Safe
In your neighborhood during the day	51%	45%	3%	2%	95%
In your neighborhood in the evening	36%	49%	11%	3%	86%
In your neighborhood park during the day	45%	50%	4%	1%	95%
In your neighborhood park in the evening	29%	47%	19%	5%	76%
In retail areas during the day	35%	59%	5%	1%	94%
In retail areas in the evening	23%	57%	16%	4%	80%
In Denton's Downtown during the day	40%	55%	5%	1%	94%
In Denton's Downtown in the evening	24%	53%	18%	5%	77%

9. Please rate how safe or unsafe you feel from the following in Denton.					
	Very Safe	Safe	Unsafe	Very Unsafe	Very Safe/ Safe
Violent crimes	22%	61%	14%	3%	83%
Property crimes	16%	60%	20%	5%	76%
Natural disasters	19%	66%	12%	3%	85%
Environmental hazards	23%	62%	11%	4%	86%

10. Please rate your overall feeling of safety in Denton.					
	Very Safe	Safe	Unsafe	Very Unsafe	Very Safe/ Safe
	20%	69%	9%	2%	89%

11. Please rate community services in the following areas.						
	Excellent	Good	Average	Poor	Very Poor	Excellent/ Good
Maintenance of city parks	20%	68%	9%	2%	1%	88%
Quality of facilities at parks	22%	49%	24%	4%	1%	71%
Quality of aquatics facilities	22%	48%	25%	4%	1%	70%
Overall quality of city parks	23%	50%	24%	2%	1%	73%
Variety of programs at recreation centers	22%	47%	25%	5%	2%	69%
Overall quality of recreation centers	21%	48%	26%	4%	1%	69%
Collection of library books and materials	32%	46%	19%	2%	1%	78%
Overall quality of libraries	38%	42%	17%	3%	0%	80%

12. Please rate public works services in the following areas.						
	Excellent	Good	Average	Poor	Very Poor	Excellent/ Good
Condition of major streets	7%	27%	37%	21%	9%	33%
Condition of neighborhood sidewalks	8%	28%	36%	19%	9%	36%
Condition of neighborhood streets	7%	24%	36%	22%	11%	31%
Reliability of water service	29%	46%	21%	3%	1%	75%
Quality of stormwater drainage	18%	43%	27%	8%	3%	61%
Street sweeping	15%	37%	33%	10%	5%	51%
Street lighting	11%	37%	35%	13%	4%	48%
Condition of traffic signs, roadway striping	10%	34%	35%	15%	5%	44%
Reliability of electric service	30%	45%	20%	3%	2%	75%
Overall quality of infrastructure	12%	42%	34%	10%	3%	54%

13. Please rate solid waste and environmental sustainability services in the following areas.						
	Excellent	Good	Average	Poor	Very Poor	Excellent/ Good
Residential trash collection	40%	41%	15%	2%	2%	81%
Residential recycling	38%	40%	15%	5%	3%	77%
Brush and bulky waste collection	36%	39%	17%	5%	3%	75%
Landfill operations	27%	44%	23%	4%	2%	71%
Household hazardous waste collection	27%	41%	24%	5%	3%	68%
Overall quality of solid waste services	31%	44%	21%	2%	1%	75%
Education about environmental issues	17%	36%	31%	11%	6%	53%
Promotion of water conservation	17%	37%	31%	11%	4%	54%
Promotion of energy conservation	16%	36%	32%	11%	4%	52%

14. To what degree, if at all, is homelessness a problem in the City of Denton?	
Major Problem	44%
Moderate Problem	40%
Minor Problem	13%
Not a Problem	3%

15. How important to you, if at all, is it for the City of Denton to contribute funding to community-based organizations that provide each of the following services to the homeless population and others in need?				
	Essential	Very Important	Somewhat Important	Not at all Important
Job training programs	38%	37%	20%	5%
Mental health programs	53%	31%	12%	4%
Substance abuse programs	50%	34%	12%	4%
Shelter during severe weather, including temperature extremes	59%	28%	10%	3%
Housing and rental assistance programs	40%	32%	20%	8%
Supportive housing, which combines housing with services such as job training and substance abuse treatment	45%	33%	17%	5%

16. Overall, how would you rate Denton's efforts to manage issues related to homelessness?						
	Excellent	Good	Average	Poor	Very Poor	Excellent/ Good
	6%	22%	35%	20%	17%	28%

17. Please rate the following aspects of the City of Denton's communications.						
	Excellent	Good	Average	Poor	Very Poor	Excellent/ Good
Explains complex topics in an easy-to-understand way	12%	43%	35%	7%	2%	55%
Provides accurate and timely information during emergencies	19%	47%	26%	6%	2%	67%
Ease of finding information on City digital platforms	13%	40%	33%	11%	3%	53%
Keeps residents well-informed about news, projects, and meetings	12%	39%	34%	11%	4%	51%
Communication style reflects the community's character and values	14%	43%	33%	7%	3%	57%

18. Please rate how often you rely on the following sources for City of Denton information.						
	Very Often	Often	Sometimes	Rarely	Never	Very Often/ Often
City's digital tools (website, apps) to learn about services or report issues	12%	26%	39%	17%	7%	37%
City's official social media accounts for events, programs, and service updates	9%	20%	32%	22%	16%	29%
Direct notifications (City newsletter, texts, utility bill inserts) for information	19%	34%	29%	12%	6%	53%
Traditional sources (local news outlets, Denton Record-Chronicle, Community Impact)	9%	20%	30%	24%	17%	29%
Community-led platforms (NextDoor, Facebook groups, word-of-mouth) for City updates	14%	25%	30%	16%	14%	39%

19. In the past 12 months, have you accessed the City's website (cityofdenton.com)?	
Yes	83%
No	17%

20. Please rate the following regarding city performance.						
	Excellent	Good	Average	Poor	Very Poor	Excellent/ Good
Value of services for taxes paid	7%	30%	40%	15%	8%	37%
Overall direction the city is taking	7%	32%	35%	18%	9%	38%
Overall confidence in Denton government	6%	29%	35%	18%	12%	35%

21. Please indicate how likely or unlikely you are to do each of the following.						
	Very Likely	Somewhat Likely	Somwhat Unlikely	Very Unlikely	Don't Know	Very Likely/ Somewhat Likely
Recommend living in Denton to someone who asks	28%	45%	13%	10%	4%	73%
Remain living in Denton for the next five years	46%	29%	10%	11%	4%	75%

22. Overall, how would you rate the quality of services provided by each of the following.						
	Excellent	Good	Average	Poor	Very Poor	Excellent/ Good
City of Denton	19%	44%	29%	5%	3%	63%
Denton County	14%	41%	35%	8%	3%	54%
State of Texas	15%	30%	26%	16%	13%	45%
U.S. Government	10%	23%	28%	17%	22%	33%

22. Have you had contact with a City of Denton employee in the past 12 months?	
Yes	68%
No	32%

24. If yes, what was your impression of Denton employees in your most recent contact?						
	Excellent	Good	Average	Poor	Very Poor	Excellent/ Good
Knowledge	41%	41%	15%	3%	1%	82%
Professionalism	46%	38%	13%	2%	1%	84%
Responsiveness	42%	38%	14%	4%	2%	80%
Willingness to help	46%	35%	13%	4%	2%	81%
Overall customer service	43%	38%	14%	3%	2%	81%

25. Selecting from the following, rank the three service areas that need the most emphasis from city leaders over the next two years by entering the corresponding number, in priority order, in the boxes below.				
	Average Rank	Top-1 Count	Top-3 Count	Bottom-3 Count
Overall quality and maintenance of streets and sidewalks	4.581	155	485	110
Overall quality of public safety services (police, fire, EMS)	4.830	176	465	174
Overall quality of the transportation system (auto, bicycle, foot, traffic management)	4.914	196	438	187
Overall quality of infrastructure (water, sewer, storm water, electric)	5.032	102	395	150
Efforts to manage issues related to homelessness	5.318	220	473	306
Overall economic development efforts	6.121	69	257	280
Overall design and layout of Denton's residential and commercial areas	6.277	76	254	326
Overall quality of community amenities (parks, recreation centers, libraries)	6.369	46	200	294
Overall quality of code enforcement	7.271	21	151	452
Efforts to engage with and inform residents about key issues	7.636	40	158	564
Efforts to promote environmental sustainability	7.652	45	162	595

Appendix B: Select Results by Zip Code

Shown as a percent of positive responses (Excellent/Good, Very Likely/Likely, Very Safe/Safe)

1. Please rate the following aspects of quality of life in Denton.	76201	76205	76207	76208	76209	76210
Denton as a place to live	70%	72%	73%	65%	73%	75%
Your neighborhood as a place to live	67%	78%	83%	73%	68%	82%
Denton as a place to raise children	61%	64%	63%	58%	62%	72%
Denton as a place to work	50%	54%	53%	58%	50%	58%
Denton as a place to visit	70%	63%	56%	58%	62%	56%
Denton as a place to retire	52%	55%	67%	51%	53%	60%
Overall quality of life in Denton	67%	66%	73%	58%	64%	70%

2. Please rate the following community characteristics as they relate to Denton.	76201	76205	76207	76208	76209	76210
Employment opportunities	30%	34%	41%	30%	31%	38%
Recreational opportunities	62%	55%	57%	48%	59%	55%
Shopping opportunities	60%	59%	58%	59%	57%	58%
Opportunities to attend cultural/arts/music activities	82%	70%	64%	61%	73%	71%
Opportunities to attend special events and festivals	77%	68%	63%	54%	72%	71%
Opportunities to participate in community matters	65%	58%	57%	50%	59%	63%

3. Please rate the following as they relate to aspects of transportation and mobility in Denton.	76201	76205	76207	76208	76209	76210
Ease of public parking	38%	40%	37%	36%	34%	49%
Ease of travel by car in Denton	45%	47%	39%	50%	43%	52%
Ease of travel by bicycle in Denton	41%	42%	32%	36%	35%	37%
Ease of walking in Denton	44%	42%	38%	43%	34%	46%
Timing of traffic signals	34%	39%	34%	35%	35%	37%
Traffic management during rush hour	26%	25%	20%	18%	24%	22%
Overall quality of the transportation system	30%	29%	23%	28%	28%	36%

4. Please rate the following as they relate to the maintenance and appearance of Denton.	76201	76205	76207	76208	76209	76210
Appearance of the city	55%	52%	50%	46%	48%	55%
Appearance of major streets and corridors	39%	39%	38%	43%	40%	44%
Maintenance of business properties	51%	48%	48%	46%	47%	50%
Maintenance of residential properties	43%	45%	46%	42%	44%	57%
Cleanup of litter and debris	43%	50%	46%	40%	43%	55%
Overall quality of code enforcement	40%	51%	47%	40%	42%	53%

5. Please rate the following as they relate to development in Denton.	76201	76205	76207	76208	76209	76210
Well-planned residential growth	26%	33%	29%	34%	24%	39%
Well-planned commercial growth	31%	30%	35%	36%	27%	37%
Well-designed neighborhoods	31%	40%	40%	40%	29%	45%
Availability of affordable quality housing	17%	21%	29%	31%	20%	29%
Preservation of the historical or cultural character	58%	65%	60%	52%	53%	65%
Quality of new development/redevelopment	31%	33%	43%	39%	31%	41%
Overall design or layout of Denton's residential and commercial areas	35%	41%	33%	39%	33%	45%

6. Please rate the following aspects of economic development in Denton.	76201	76205	76207	76208	76209	76210
Overall quality of business and service establishments	59%	56%	53%	58%	53%	62%
Variety of business and service establishments	69%	59%	53%	56%	54%	62%
Vibrancy of retail areas	56%	52%	46%	46%	42%	49%
Vibrancy of Denton's Downtown	79%	70%	64%	61%	73%	72%
Overall economic development efforts	51%	47%	43%	46%	46%	54%

7. Rate public safety in the following areas.	76201	76205	76207	76208	76209	76210
Efforts to prevent crime	52%	51%	52%	47%	50%	56%
Traffic enforcement	43%	48%	40%	43%	42%	50%
Visibility of police in neighborhoods	44%	41%	32%	36%	37%	39%
Visibility of police in retail areas	41%	41%	32%	38%	40%	40%
Visibility of police in Denton's Downtown	51%	49%	44%	49%	46%	50%
Overall quality of police services	50%	56%	54%	51%	51%	62%
Overall quality of fire services	85%	81%	78%	79%	83%	87%
Overall quality of ambulance services	82%	77%	77%	75%	82%	84%
Overall quality of animal services	62%	59%	57%	55%	62%	59%

8. Please rate how safe or unsafe you feel walking.	76201	76205	76207	76208	76209	76210
In your neighborhood during the day	93%	96%	98%	87%	96%	97%
In your neighborhood in the evening	75%	85%	93%	81%	83%	92%
In your neighborhood park during the day	94%	96%	97%	87%	95%	97%
In your neighborhood park in the evening	67%	77%	83%	67%	75%	81%
In retail areas during the day	93%	96%	93%	88%	96%	98%
In retail areas in the evening	82%	85%	76%	69%	80%	88%
In Denton's Downtown during the day	94%	96%	94%	88%	95%	97%
In Denton's Downtown in the evening	81%	80%	75%	68%	77%	80%

9. Please rate how safe or unsafe you feel from the following in Denton.						
	76201	76205	76207	76208	76209	76210
Violent crimes	85%	86%	81%	71%	83%	89%
Property crimes	75%	78%	79%	67%	72%	80%
Natural disasters	83%	84%	83%	82%	86%	90%
Environmental hazards	84%	86%	89%	79%	85%	88%

10. Please rate your overall feeling of safety in Denton.						
	76201	76205	76207	76208	76209	76210
	88%	92%	89%	77%	89%	94%

11. Please rate community services in the following areas.						
	76201	76205	76207	76208	76209	76210
Maintenance of city parks	74%	80%	74%	69%	79%	79%
Quality of facilities at parks	70%	77%	69%	60%	71%	74%
Quality of aquatics facilities	74%	71%	65%	56%	78%	75%
Overall quality of city parks	77%	79%	71%	61%	73%	76%
Variety of programs at recreation centers	78%	69%	67%	53%	68%	72%
Overall quality of recreation centers	74%	69%	67%	53%	72%	72%
Collection of library books and materials	83%	81%	80%	62%	79%	76%
Overall quality of libraries	87%	82%	81%	66%	83%	78%

12. Please rate public works services in the following areas.						
	76201	76205	76207	76208	76209	76210
Condition of major streets	31%	36%	29%	36%	30%	44%
Condition of neighborhood sidewalks	23%	34%	37%	40%	30%	53%
Condition of neighborhood streets	21%	32%	30%	37%	21%	50%
Reliability of water service	75%	74%	77%	71%	70%	81%
Quality of stormwater drainage	53%	66%	64%	57%	56%	71%
Street sweeping	52%	61%	46%	43%	47%	60%
Street lighting	41%	56%	45%	42%	46%	59%
Condition of traffic signs, roadway striping	44%	43%	40%	43%	43%	51%
Reliability of electric service	76%	76%	73%	72%	74%	77%
Overall quality of infrastructure	48%	58%	51%	53%	50%	63%

13. Please rate solid waste and environmental sustainability services in the following areas.						
	76201	76205	76207	76208	76209	76210
Residential trash collection	82%	84%	82%	72%	77%	87%
Residential recycling	73%	79%	78%	71%	77%	84%
Brush and bulky waste collection	71%	80%	79%	66%	71%	80%
Landfill operations	72%	79%	74%	61%	65%	77%
Household hazardous waste collection	69%	74%	66%	59%	64%	76%
Overall quality of solid waste services	73%	78%	76%	66%	70%	84%
Education about environmental issues	43%	55%	57%	40%	52%	64%
Promotion of water conservation	44%	56%	58%	48%	52%	62%
Promotion of energy conservation	46%	52%	58%	45%	48%	60%

14. To what degree, if at all, is homelessness a problem in the City of Denton?						
	76201	76205	76207	76208	76209	76210
Major Problem	46%	46%	38%	53%	51%	34%
Moderate Problem	41%	35%	44%	32%	38%	42%
Minor Problem	11%	13%	17%	13%	7%	19%
Not a Problem	1%	7%	2%	1%	3%	5%

15. How important to you, if at all, is it for the City of Denton to contribute funding to community-based organizations that provide each of the following services to the homeless population and others in need?						
	76201	76205	76207	76208	76209	76210
Job training programs	76%	80%	71%	74%	79%	79%
Mental health programs	86%	85%	84%	84%	87%	87%
Substance abuse programs	85%	86%	83%	84%	87%	87%
Shelter during severe weather, including temperature extremes	89%	91%	87%	83%	86%	86%
Housing and rental assistance programs	77%	80%	67%	71%	75%	75%
Supportive housing, which combines housing with services such as job training and substance abuse treatment	83%	82%	74%	78%	79%	79%

16. Overall, how would you rate Denton's efforts to manage issues related to homelessness?						
	76201	76205	76207	76208	76209	76210
	23%	27%	25%	24%	27%	32%

17. Please rate the following aspects of the City of Denton's communications.						
	76201	76205	76207	76208	76209	76210
Explains complex topics in an easy-to-understand way	53%	50%	59%	46%	53%	65%
Provides accurate and timely information during emergencies	67%	65%	70%	55%	63%	74%
Ease of finding information on City digital platforms	49%	51%	57%	49%	49%	59%
Keeps residents well-informed about news, projects, and meetings	55%	47%	53%	48%	47%	55%
Communication style reflects the community's character and values	58%	53%	55%	52%	58%	61%

18. Please rate how often you rely on the following sources for City of Denton Information.						
	76201	76205	76207	76208	76209	76210
City's digital tools (website, apps) to learn about services or report issues	41%	41%	36%	39%	41%	41%
City's official social media accounts for events, programs, and service updates	32%	37%	21%	38%	42%	38%
Direct notifications (City newsletter, texts, utility bill inserts) for information	58%	53%	50%	55%	60%	55%
Traditional sources (local news outlets, Denton Record-Chronicle, Community Impact)	40%	41%	26%	33%	33%	38%
Community-led platforms (NextDoor, Facebook groups, word-of-mouth) for City updates	44%	48%	36%	53%	46%	46%

19. In the past 12 months, have you accessed the City's website?						
	76201	76205	76207	76208	76209	76210
Yes	84%	84%	80%	83%	85%	82%
No	16%	16%	20%	17%	15%	18%

20. Please rate the following regarding city performance.						
	76201	76205	76207	76208	76209	76210
Value of services for taxes paid	37%	45%	39%	29%	35%	34%
Overall direction the city is taking	33%	42%	42%	41%	32%	41%
Overall confidence in Denton government	33%	37%	38%	34%	26%	43%

21. Please indicate how likely or unlikely you are to do each of the following.						
	76201	76205	76207	76208	76209	76210
Recommend living in Denton to someone who asks	72%	81%	77%	72%	75%	77%
Remain living in Denton for the next five years	73%	77%	81%	75%	78%	84%

22. Overall, how would you rate the quality of services provided by each of the following.						
	76201	76205	76207	76208	76209	76210
City of Denton	60%	62%	65%	61%	60%	69%
Denton County	47%	52%	61%	54%	48%	61%
State of Texas	32%	43%	52%	57%	34%	54%
U.S. Government	23%	30%	38%	51%	23%	41%

23. Have you had contact with a City of Denton employee in the past 12 months?						
	76201	76205	76207	76208	76209	76210
Yes	72%	71%	60%	67%	69%	71%
No	28%	29%	40%	33%	31%	29%

employees in your most recent contact?						
	76201	76205	76207	76208	76209	76210
Knowledge	83%	81%	83%	81%	82%	83%
Professionalism	81%	86%	85%	84%	83%	87%
Responsiveness	79%	80%	82%	81%	80%	79%
Willingness to help	80%	78%	84%	84%	81%	81%
Overall customer service	80%	81%	83%	83%	81%	82%

Appendix C: Select Results by Year

Shown as a percent of positive responses (Excellent/Good, Very Likely/Likely, Very Safe/Safe).

Legend:
Significant Positive Change | Moderate Positive Change | No Significant Change | Moderate Negative Change | Signicant Negative Change

1. Please rate the following aspects of quality of life in Denton.

	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
Denton as a place to live	76%	72%	-4.2	5%	6%	1.3
Your neighborhood as a place to live	80%	76%	-4.5	5%	5%	0.7
Denton as a place to raise children	68%	64%	-4.5	8%	10%	2.1
Denton as a place to work	62%	53%	-8.9	12%	16%	4.1
Denton as a place to visit	57%	61%	4.2	12%	11%	-1.3
Denton as a place to retire	61%	58%	-3.1	15%	19%	3.2
Overall quality of life in Denton	72%	67%	-4.7	4%	6%	1.9

2. Please rate the following community characteristics as they relate to Denton.

	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
Employment opportunities	41%	34%	-6.8	17%	26%	9.2
Recreational opportunities	55%	57%	1.9	12%	12%	0.3
Shopping opportunities	53%	58%	5.3	13%	11%	-1.4
Opportunities to attend cultural/arts/music activities	69%	70%	1.3	7%	7%	-0.2
Opportunities to attend special events and festivals	64%	68%	3.9	12%	9%	-3.4
Opportunities to participate in community matters	56%	59%	3.2	9%	10%	1.2

3. Please rate the following as they relate to aspects of transportation and mobility in

	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
Ease of public parking	40%	39%	-1.4	23%	25%	2.0
Ease of travel by car in Denton	49%	45%	-4.3	19%	23%	3.8
Ease of travel by bicycle in Denton	37%	38%	0.6	36%	35%	-1.2
Ease of walking in Denton	40%	41%	1.1	26%	26%	0.2
Timing of traffic signals	36%	36%	0.1	19%	21%	1.5
Traffic management during rush hour	23%	23%	-0.1	37%	41%	3.5
Overall quality of the transportation system	31%	29%	-2.1	27%	30%	3.2

4. Please rate the following as they relate to the maintenance and appearance of Denton.

	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
Appearance of the city	51%	51%	0.4	16%	14%	-1.3
Appearance of major streets and corridors	36%	40%	4.4	18%	23%	4.9
Maintenance of business properties	46%	49%	2.5	9%	11%	2.2
Maintenance of residential properties	45%	46%	1.5	8%	11%	3.6
Cleanup of litter and debris	47%	47%	-0.5	21%	19%	-1.8
Overall quality of code enforcement	44%	45%	1.5	18%	16%	-1.5

5. Please rate the following as they relate to development in Denton.	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
Well-planned residential growth	34%	31%	-3.5	30%	40%	9.5
Well-planned commercial growth	35%	33%	-2.1	24%	28%	4.5
Well-designed neighborhoods	38%	38%	-0.5	20%	21%	1.3
Availability of affordable quality housing	29%	24%	-4.7	33%	42%	9.1
Preservation of the historical or cultural character	60%	59%	-1.2	10%	12%	2.3
Quality of new development/redevelopment	39%	37%	-1.7	19%	25%	6.2
Overall design or layout of Denton's residential and commercial areas	38%	37%	-0.7	18%	20%	2.7

6. Please rate the following aspects of economic development in Denton.	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
Overall quality of business and service establishments	53%	57%	3.6	8%	7%	-0.5
Variety of business and service establishments	56%	59%	2.6	10%	9%	-0.7
Vibrancy of retail areas	44%	48%	4.3	16%	14%	-2.3
Vibrancy of Denton's Downtown	65%	70%	5.2	9%	7%	-1.9
Overall economic development efforts	47%	48%	0.6	13%	14%	0.8

7. Rate public safety in the following areas.	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
Efforts to prevent crime	50%	52%	1.7	13%	12%	-1.1
Traffic enforcement	44%	44%	-0.1	19%	20%	0.1
Visibility of police in neighborhoods	37%	38%	1.0	25%	24%	-0.5
Visibility of police in retail areas	38%	38%	0.4	23%	19%	-3.6
Visibility of police in Denton's Downtown	46%	48%	2.0	17%	14%	-2.9
Overall quality of police services	55%	54%	-0.8	10%	12%	1.5
Overall quality of fire services	81%	82%	1.3	1%	1%	0.4
Overall quality of ambulance services	80%	80%	0.0	1%	2%	0.3
Overall quality of animal services	58%	60%	1.6	9%	9%	-0.1

8. Please rate how safe or unsafe you feel walking.	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
In your neighborhood during the day	94%	95%	1.2	6%	5%	-0.9
In your neighborhood in the evening	84%	86%	1.6	16%	14%	-1.3
In your neighborhood park during the day	92%	95%	2.8	8%	5%	-2.5
In your neighborhood park in the evening	71%	76%	4.7	29%	24%	-5.2
In retail areas during the day	93%	94%	1.3	7%	6%	-1.1
In retail areas in the evening	76%	80%	4.1	24%	20%	-4.4
In Denton's Downtown during the day	95%	94%	-0.6	5%	6%	0.6
In Denton's Downtown in the evening	75%	77%	2.4	25%	23%	-2.4

9. Please rate how safe or unsafe you feel from the following in Denton.	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
Violent crimes	80%	83%	3.0	20%	17%	-3.3
Property crimes	68%	76%	7.6	32%	24%	-7.8
Natural disasters	89%	85%	-4.2	11%	15%	4.3
Environmental hazards	90%	86%	-4.3	10%	14%	4.0

10. Please rate your overall feeling of safety in Denton.	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2025	Change
	88%	89%	0.7	12%	11%	-0.5

11. Please rate community services in the following areas.	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
Maintenance of city parks	77%	88%	11.0	3%	3%	-0.6
Quality of facilities at parks	70%	71%	0.8	6%	5%	-1.0
Quality of aquatics facilities	68%	70%	2.2	9%	5%	-4.3
Overall quality of city parks	71%	73%	2.4	3%	3%	-0.1
Variety of programs at recreation centers	70%	69%	-1.4	8%	7%	-0.9
Overall quality of recreation centers	68%	69%	0.9	7%	5%	-2.3
Collection of library books and materials	78%	78%	-0.1	3%	3%	0.0
Overall quality of libraries	80%	80%	0.3	2%	3%	0.4

12. Please rate public works services in the following areas.	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
Condition of major streets	35%	33%	-1.5	32%	30%	-2.0
Condition of neighborhood sidewalks	35%	36%	0.9	26%	28%	1.3
Condition of neighborhood streets	32%	31%	-1.1	34%	33%	-1.0
Reliability of water service	79%	75%	-4.1	2%	4%	2.1
Quality of stormwater drainage	67%	61%	-5.8	8%	12%	4.0
Street sweeping	56%	51%	-4.6	12%	15%	2.8
Street lighting	49%	48%	-1.1	16%	17%	1.0
Condition of traffic signs, roadway striping	45%	44%	-1.1	19%	21%	1.5
Reliability of electric service	79%	75%	-4.2	4%	5%	0.4
Overall quality of infrastructure	56%	54%	-2.5	10%	13%	3.0

13. Please rate solid waste and environmental sustainability services in the following areas.	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
Residential trash collection	83%	81%	-2.1	4%	4%	0.6
Residential recycling	80%	77%	-2.7	6%	8%	2.2
Brush and bulky waste collection	79%	75%	-4.0	6%	8%	1.6
Landfill operations	75%	71%	-3.9	4%	6%	1.5
Household hazardous waste collection	72%	68%	-3.9	5%	8%	2.6
Overall quality of solid waste services	80%	75%	-5.0	3%	4%	0.7
Education about environmental issues	60%	53%	-7.4	12%	17%	4.8
Promotion of water conservation	59%	54%	-5.0	11%	15%	4.9
Promotion of energy conservation	58%	52%	-5.5	10%	16%	5.3

14. To what degree, if at all, is homelessness a problem in the City of Denton?	2024	2026	Change
Major Problem	50%	44%	-6.0
Moderate Problem	35%	40%	4.6
Minor Problem	14%	13%	-0.9
Not a Problem	2%	3%	1.4

17. Please rate the following aspects of the City of Denton's communications.	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
Keeps residents well-informed about news, projects, and meetings	63%	51%	-11.6	6%	15%	9.0

20. Please rate the following regarding city performance.	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
Value of services for taxes paid	43%	37%	-6.2	19%	23%	4.3
Overall direction the city is taking	43%	38%	-4.8	22%	27%	5.1
Overall confidence in Denton government	40%	35%	-5.2	23%	30%	7.3

21. Please indicate how likely or unlikely you are to do each of the following.	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
Recommend living in Denton to someone who asks	75%	73%	-1.9	23%	23%	0.5
Remain living in Denton for the next five years	79%	75%	-3.6	19%	21%	1.6

22. Overall, how would you rate the quality of services provided by each of the following.	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
City of Denton	69%	63%	-6.1	6%	8%	1.5
Denton County	63%	54%	-8.6	7%	11%	4.3
State of Texas	51%	45%	-6.3	17%	29%	12.1
U.S. Government	31%	33%	1.6	36%	40%	3.4

24. If yes, what was your impression of Denton employees in your most recent contact?	Positive Responses			Negative Responses		
	2024	2026	Change	2024	2026	Change
Knowledge	85%	82%	-3.0	2%	4%	1.7
Professionalism	86%	84%	-2.0	2%	3%	1.1
Responsiveness	84%	80%	-4.0	4%	6%	1.5
Willingness to help	84%	81%	-2.9	5%	6%	0.7
Overall customer service	84%	81%	-2.8	4%	5%	0.8

Appendix D: Benchmark Comparisons

Shown as a percent of positive responses (Excellent/Good, Very Likely/Likely, Very Safe/Safe)

Legend:
Much Higher | Higher | Similar | Lower | Much Lower

1. Please rate the following aspects of quality of life in Denton.

	Denton	United States	Compared to US	Texas	Compared to Texas
City as a place to live	72%	75%	Similar	76%	Similar
Your neighborhood as a place to live	76%	83%	Lower		
City as a place to raise children	64%	63%	Similar	68%	Similar
City as a place to work	53%	61%	Lower	60%	Lower
City as a place to visit	61%	55%	Higher	37%	Much Higher
City as a place to retire	58%	56%	Similar	56%	Similar
Overall quality of life	67%	66%	Similar	67%	Similar

2. Please rate the following community characteristics as they relate to Denton.

	Denton	United States	Compared to US	Texas	Compared to Texas
Employment opportunities	34%	48%	Much Lower	52%	Much Lower
Recreational opportunities	57%	64%	Lower	51%	Higher
Shopping opportunities	58%	54%	Similar	53%	Higher
Opportunities to attend cultural/arts/music activities	70%	60%	Much Higher	44%	Much Higher
Opportunities to attend special events and festivals	68%	64%	Similar		
Opportunities to participate in community matters	59%	37%	Much Higher	19%	Much Higher

3. Please rate the following as they relate to aspects of transportation and mobility in Denton.

	Denton	United States	Compared to US	Texas	Compared to Texas
Ease of public parking	39%	42%	Similar		
Ease of travel by car	45%	49%	Similar		
Ease of travel by bicycle	38%	44%	Lower		
Ease of walking	41%	44%	Similar	44%	Similar
Timing of traffic signals	36%	51%	Much Lower	51%	Much Lower
Traffic management during rush hour	23%	38%	Much Lower	42%	Much Lower
Overall quality of the transportation system	29%	47%	Much Lower		

4. Please rate the following as they relate to the maintenance and appearance of Denton.

	Denton	United States	Compared to US	Texas	Compared to Texas
Appearance of the city	51%	65%	Much Lower	71%	Much Lower
Appearance of major streets and corridors	40%	52%	Much Lower	56%	Much Lower
Maintenance of business properties	49%	50%	Similar	48%	Similar
Maintenance of residential properties	46%	47%	Similar	49%	Similar
Cleanup of litter and debris	47%	47%	Similar	52%	Lower
Overall quality of code enforcement	45%	44%	Similar	46%	Similar

5. Please rate the following as they relate to development in Denton.

	Denton	United States	Compared to US	Texas	Compared to Texas
Well-planned residential growth	31%	28%	↗	15%	↑
Well-planned commercial growth	33%	40%	↘		
Availability of affordable quality housing	24%	13%	↑	9%	↑
Preservation of the historical or cultural character	59%	49%	↗		
Quality of new development/redevelopment	37%	50%	↓	53%	↓

6. Please rate the following aspects of economic development in Denton.

	Denton	United States	Compared to US	Texas	Compared to Texas
Overall quality of business and service establishments	57%	56%	→		
Variety of business and service establishments	59%	51%	↗		
Vibrancy of retail areas	48%	63%	↓		
Vibrancy of city's downtown	70%	18%	↑		
Overall economic development efforts	48%	31%	↑	21%	↑

7. Rate public safety in the following areas.

	Denton	United States	Compared to US	Texas	Compared to Texas
Efforts to prevent crime	52%	53%	→	58%	↘
Traffic enforcement	44%	49%	↘	55%	↓
Visibility of police in neighborhoods	38%	48%	↘	50%	↓
Visibility of police in retail areas	38%	50%	↓	51%	↓
Overall quality of police services	54%	67%	↓	78%	↓
Overall quality of fire services	82%	83%	→	85%	→
Overall quality of ambulance services	80%	79%	→	84%	→
Overall quality of animal services	60%	57%	→	60%	→

8. Please rate how safe or unsafe you feel walking.

	Denton	United States	Compared to US	Texas	Compared to Texas
In your neighborhood during the day	95%	88%	↗	89%	↗
In your neighborhood in the evening	86%	68%	↑	71%	↑
In your neighborhood park during the day	95%	66%	↑	72%	↑
In your neighborhood park in the evening	76%	49%	↑	49%	↑
In retail areas during the day	94%	78%	↑	82%	↑
In retail areas in the evening	80%	54%	↑	55%	↑
In city's downtown during the day	94%	62%	↑	73%	↑
In city's downtown in the evening	77%	35%	↑	17%	↑

9. Please rate how safe or unsafe you feel from the following in Denton.

	Denton	United States	Compared to US	Texas	Compared to Texas
Violent crimes	83%			71%	↑
Environmental hazards	86%	91%	↘	91%	↘

10. Please rate your overall feeling of safety in Denton.					
	Denton	United States	Compared to US	Texas	Compared to Texas
	89%	64%	↑	89%	→

11. Please rate community services in the following areas.					
	Denton	United States	Compared to US	Texas	Compared to Texas
Maintenance of city parks	88%	74%	↑	80%	↗
Quality of facilities at parks	71%	62%	↗	61%	↗
Quality of aquatics facilities	70%	47%	↑	50%	↑
Overall quality of city parks	73%	70%	→	73%	→
Variety of programs at recreation centers	69%	56%	↑	57%	↑
Overall quality of recreation centers	69%	58%	↑	77%	↘
Collection of library books and materials	78%	68%	↗	67%	↑
Overall quality of libraries	80%	76%	→	79%	→

12. Please rate public works services in the following areas.					
	Denton	United States	Compared to US	Texas	Compared to Texas
Condition of major streets	33%	43%	↘	50%	↓
Condition of neighborhood sidewalks	36%	42%	↘	47%	↓
Condition of neighborhood streets	31%	50%	↓	56%	↓
Reliability of water service	75%	74%	→	78%	→
Quality of stormwater drainage	61%	58%	→	65%	→
Street sweeping	51%			48%	→
Street lighting	48%	54%	↘	52%	→
Condition of traffic signs, roadway striping	44%	55%	↓	60%	↓
Reliability of electric service	75%	65%	↑	49%	↑
Overall quality of infrastructure	54%	65%	↓		

13. Please rate solid waste and environmental sustainability services in the following areas.					
	Denton	United States	Compared to US	Texas	Compared to Texas
Residential trash collection	81%	82%	→	82%	→
Residential recycling	77%	77%	→	75%	→
Brush and bulky waste collection	75%	74%	→	76%	→
Landfill operations	71%	72%	→	72%	→
Household hazardous waste collection	68%	61%	↗	61%	↗
Overall quality of solid waste services	75%	87%	↓	87%	↓
Education about environmental issues	53%	57%	→	51%	→
Promotion of water conservation	54%			48%	↗

14. Please rate the following aspects of the city of Denton's communications.					
	Denton	United States	Compared to US	Texas	Compared to Texas
Keeps residents well-informed about news, projects, and meetings	51%	30%	↑	30%	↑

17. Please rate the following regarding city performance.					
	Denton	United States	Compared to US	Texas	Compared to Texas
Value of services for taxes paid	37%	43%	↘	47%	↓
Overall direction the city is taking	38%	50%	↓	33%	↗
Overall confidence in city government	35%	57%	↓	57%	↓

18. Please indicate how likely or unlikely you are to do each of the following.					
	Denton	United States	Compared to US	Texas	Compared to Texas
Recommend living in city to someone who asks	73%	66%	↗		
Remain living in city for the next five years	75%	66%	↗		

19. Overall, how would you rate the quality of services provided by each of the following.					
	Denton	United States	Compared to US	Texas	Compared to Texas
City	63%	65%	→	69%	↘

23. If yes, what was your impression of Denton employees in your most recent contact?					
	Denton	United States	Compared to US	Texas	Compared to Texas
Overall customer service	81%	66%	↑	68%	↑

Appendix E: Key Themes from Resident Comments

Resident comments collected through the Community Survey provide important context to the quantitative results presented in this report. While individual responses vary, several consistent themes emerged across comments. These themes reinforce patterns observed in the data and provide additional insight into how residents are experiencing the community and where expectations may not be fully met.

Infrastructure, Streets, and Traffic Congestion
Comments related to infrastructure and mobility were among the most frequent and consistent across responses. Residents noted concerns with the condition of streets and sidewalks, including potholes, uneven surfaces, and general wear. Feedback suggests that these issues are both visible and affect daily travel.

Traffic congestion was also a recurring theme. Residents described increasing travel times, particularly during peak hours, and expressed concern about how continued growth is affecting mobility. Comments often referenced challenges with traffic flow and signal timing.

These themes align with survey results showing lower ratings for infrastructure and transportation, as well as their prominence among top community priorities.

Growth, Development, and Community Design
Residents frequently commented on the pace and pattern of growth in Denton. Feedback reflects concerns about how development is occurring and whether it is keeping pace with infrastructure and service capacity.

Comments also noted the impact of new development on traffic, infrastructure, and neighborhood character. In addition, residents expressed interest in maintaining Denton's identity, including its historic and cultural elements.

Overall, comments in this area align with lower ratings related to development and community design and reflect ongoing concerns about how growth is being managed.

Homelessness and Visible Community Challenges
Homelessness was a prominent topic in resident comments. Many respondents described it as increasingly visible in public spaces, including parks, roadways, and commercial areas.

Comments reflect a range of perspectives, including concerns about impacts on public spaces and support for addressing underlying causes such as mental health, housing stability, and access to services.

These themes align with survey findings showing high levels of concern about homelessness and more moderate ratings of the City's efforts to address it.

Public Safety and Police Visibility
While overall perceptions of safety are strong, comments indicate a desire for increased police visibility and more proactive enforcement in certain areas, particularly related to traffic.

Residents generally describe Denton as a safe community but note that visibility and responsiveness are important to maintaining that perception.

These comments support survey results showing high levels of perceived safety alongside more moderate ratings for police visibility and enforcement.

Economic Opportunity and Cost of Living
Comments related to economic conditions highlight concerns about job availability, wages, and the overall economic environment. Residents noted the need for more employment opportunities and access to higher-paying jobs.

Cost of living, particularly housing affordability, was also a recurring theme, with some residents indicating that rising costs are affecting their ability to remain in the community.

These themes align with lower ratings for employment opportunities and Denton as a place to work.

Communication, Transparency, and Awareness
Residents expressed a desire for clearer, more accessible, and more consistent communication from the City. Comments referenced challenges in finding information, understanding complex topics, and staying informed about projects and decisions.

There is also interest in greater transparency, particularly related to decision-making and resource allocation.

These comments reinforce survey findings showing high engagement with City communication channels alongside more moderate ratings of communication effectiveness.

Appreciation for Community Amenities and Quality of Life Assets
In addition to areas of concern, many residents expressed appreciation for Denton's parks, libraries, and recreation services. Comments highlighted the quality, accessibility, and value of these amenities.

These themes align with strong performance ratings for community services and their lower ranking as priorities.

Customer Service and Interactions with City Staff
Residents who reported interactions with City staff often described those experiences positively, noting professionalism, responsiveness, and willingness to help.

At the same time, some comments suggest that these positive experiences do not always translate into broader perceptions of value or confidence in government.

This aligns with survey findings showing strong customer service ratings alongside more moderate perceptions of overall City performance.

Cross-Cutting Observations
Across all themes, several consistent patterns emerge:

- Highly visible, day-to-day issues—such as streets, traffic, and development—generate the most frequent feedback.
- Residents distinguish between individual service experiences and broader perceptions of City performance.
- Growth influences multiple areas of concern, including infrastructure, mobility, housing, and community character.
- Comment themes align closely with survey results and identified priorities.

Summary
Resident comments reinforce the key findings of the survey. Residents continue to value Denton's quality of life, community amenities, and safety, while expressing concerns related to infrastructure, mobility, growth, economic opportunity, and homelessness.

The consistency between comment themes, quantitative results, and identified priorities provides additional confidence in the findings and supports their use in guiding future planning and decision-making.

Appendix F: Respondent Characteristics

26. How many years have you lived in Denton?	Respondent Characteristics
Less than 2 years	14%
2-5 years	28%
6-10 years	13%
11-20 years	10%
More than 20 years	18%
No response	17%

27. Which zip code do you live in?	Respondent Characteristics	Population Characteristics
76201	16%	18%
76205	11%	13%
76207	20%	10%
76208	9%	16%
76209	14%	16%
76210	12%	27%
No response	17%	

28. Which best describes the buidling you live in?	Respondent Characteristics
One family house detached from any other houses	57%
Building with two or more homes (duplex, townhome, apartment, or condominium)	24%
Mobile home	2%
Other	1%
No response	17%

29. Do you rent or own your home?	Respondent Characteristics	Population Characteristics
Rent	33%	51%
Own	50%	49%
No response	17%	

30. Do any children 17 and younger live in your household?	Respondent Characteristics
Yes	17%
No	66%
No response	17%

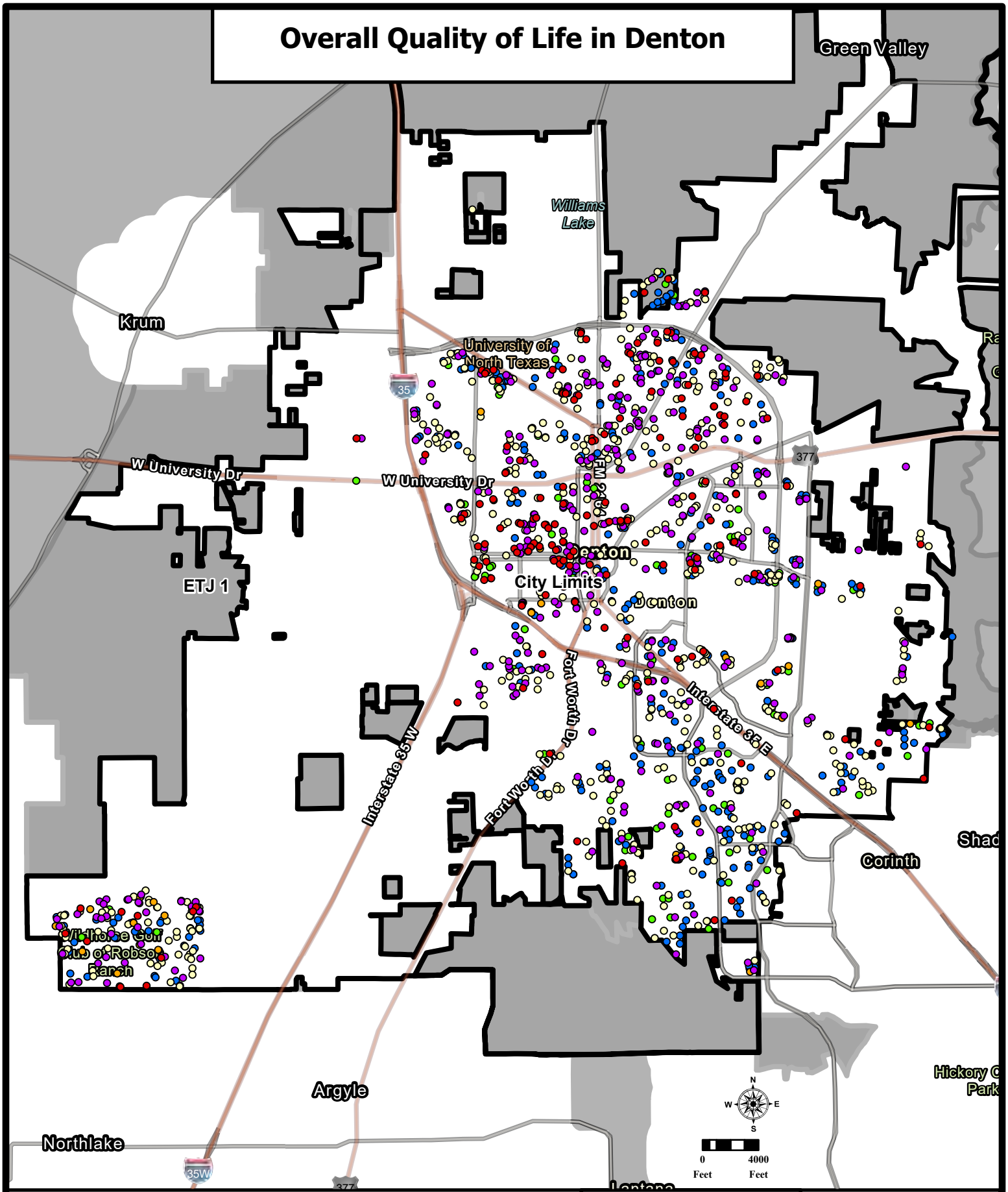
31 Which of the following best describes you?	Respondent Characteristics	Population Characteristics
Asian or Pacific Islander	3%	4%
Black or African American	6%	11%
Hispanic or Latino	6%	24%
Native American or Alaskan Native	1%	0%
White or Caucasian	62%	57%
Multiracial or Biracial	2%	4%
A race/ethnicity not listed here	2%	0%
No response	18%	

**Category modified from race to ethnic background to account for the city's diversity. The US Census captures only race.*

32. In which category is your age?	Respondent Characteristics	Population Characteristics
18-24 years	4%	19%
25-34 years	12%	18%
35-44 years	13%	11%
45-54 years	11%	10%
55-64 years	15%	9%
65-74 years	17%	7%
75 years or older	9%	5%
Prefer not to answer	2%	
No response	17%	

33. What is your gender?	Respondent Characteristics	Population Characteristics
Female	44%	51%
Male	37%	49%
Non-binary	1%	
Prefer to self-describe	1%	
No response	17%	

Overall Quality of Life in Denton



Legend

Overall Quality of Life in Denton

- Excellent
- Good
- Average
- No Opinion
- Poor
- Very Poor
- City Limits
- ETJ

Spatial Reference: *NAD 1983 StatePlane Texas North Central FIPS 4202 Feet*
Author: *Development Services GIS - 2930105*
Date: *5/8/2026 11:51 AM*

This information is solely for general reference and is not to be relied upon for legal, engineering, or surveying purposes. It does not replace an on-site survey and provides only an approximate location of property boundaries. While every effort has been made to ensure accuracy, no guarantee is implied. The use of this map indicates acknowledgment that the data may not be entirely accurate.

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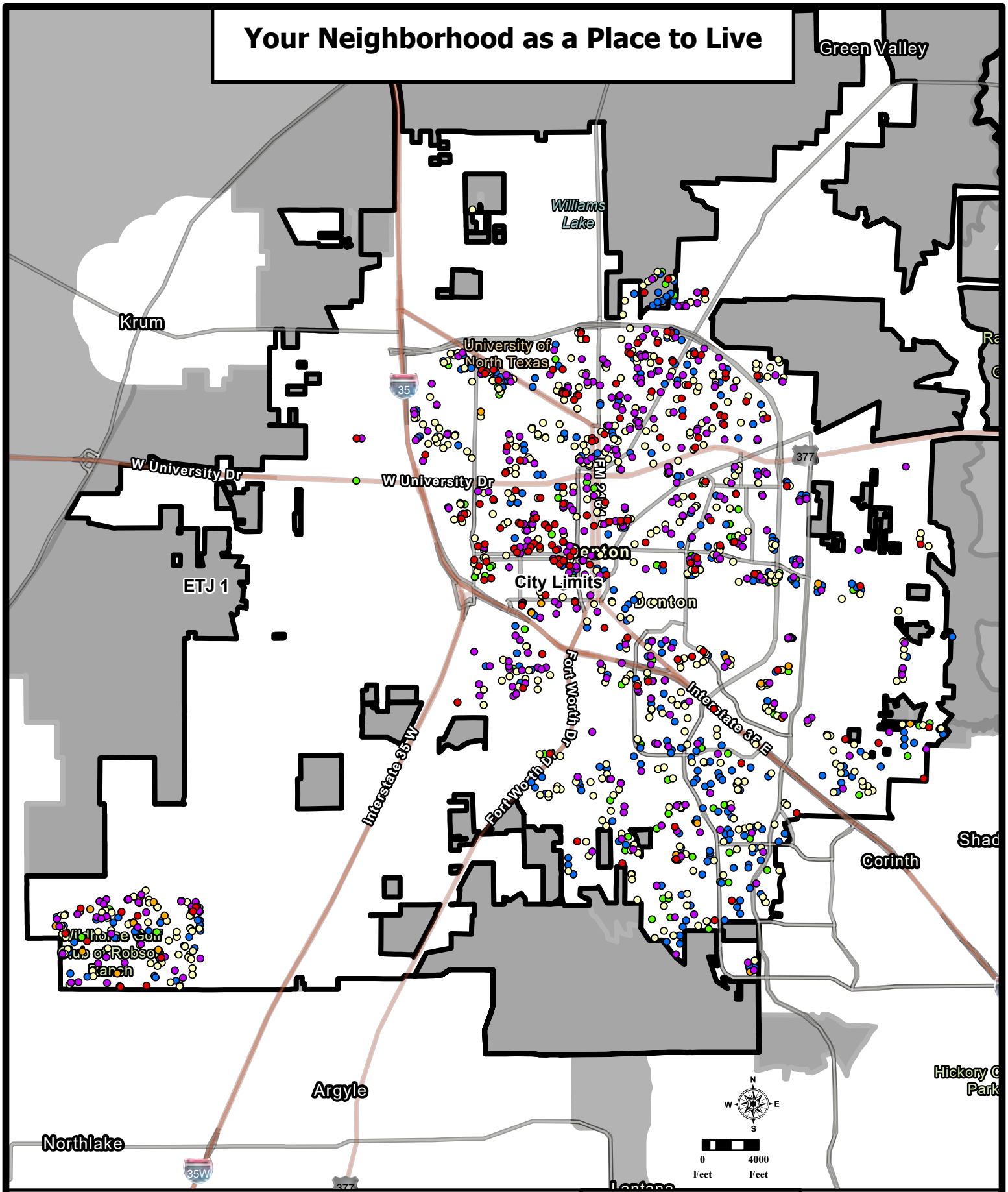
Your Neighborhood as a Place to Live



Legend

Your Neighborhood as a Place to Live

- Excellent
- Good
- Average
- No Opinion
- Poor
- Very Poor
- City Limits
- ETJ

Spatial Reference: *NAD 1983 StatePlane Texas North Central FIPS 4202 Feet*
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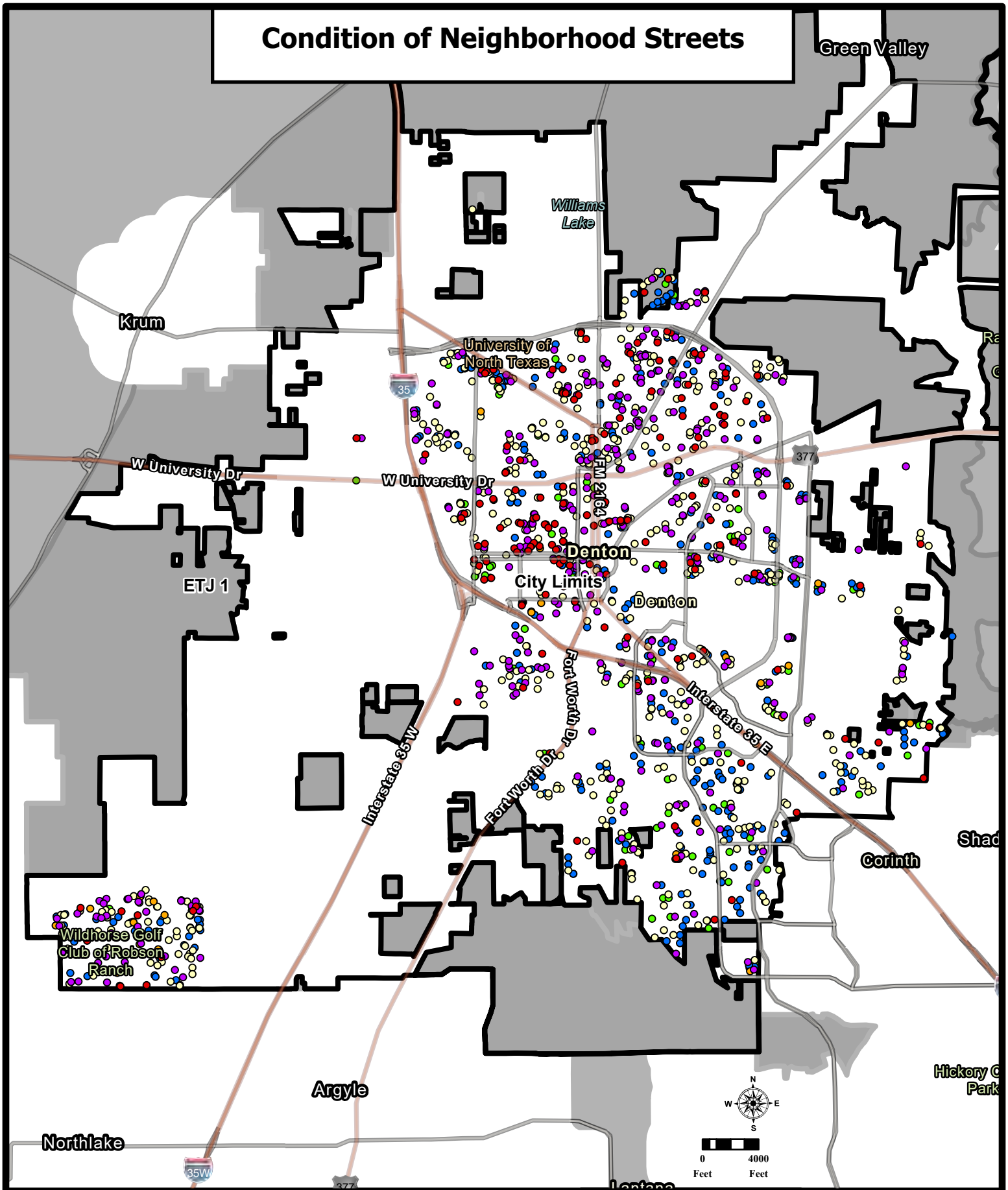
Condition of Neighborhood Streets



Legend

- Excellent
- Good
- Average
- No Opinion
- Poor
- Very Poor
- City Limits
- ETJ

Spatial Reference: *NAD 1983 StatePlane Texas North Central FIPS 4202 Feet*
Author: *Development Services GIS - 2930105*
Date: *5/8/2026 11:55 AM*

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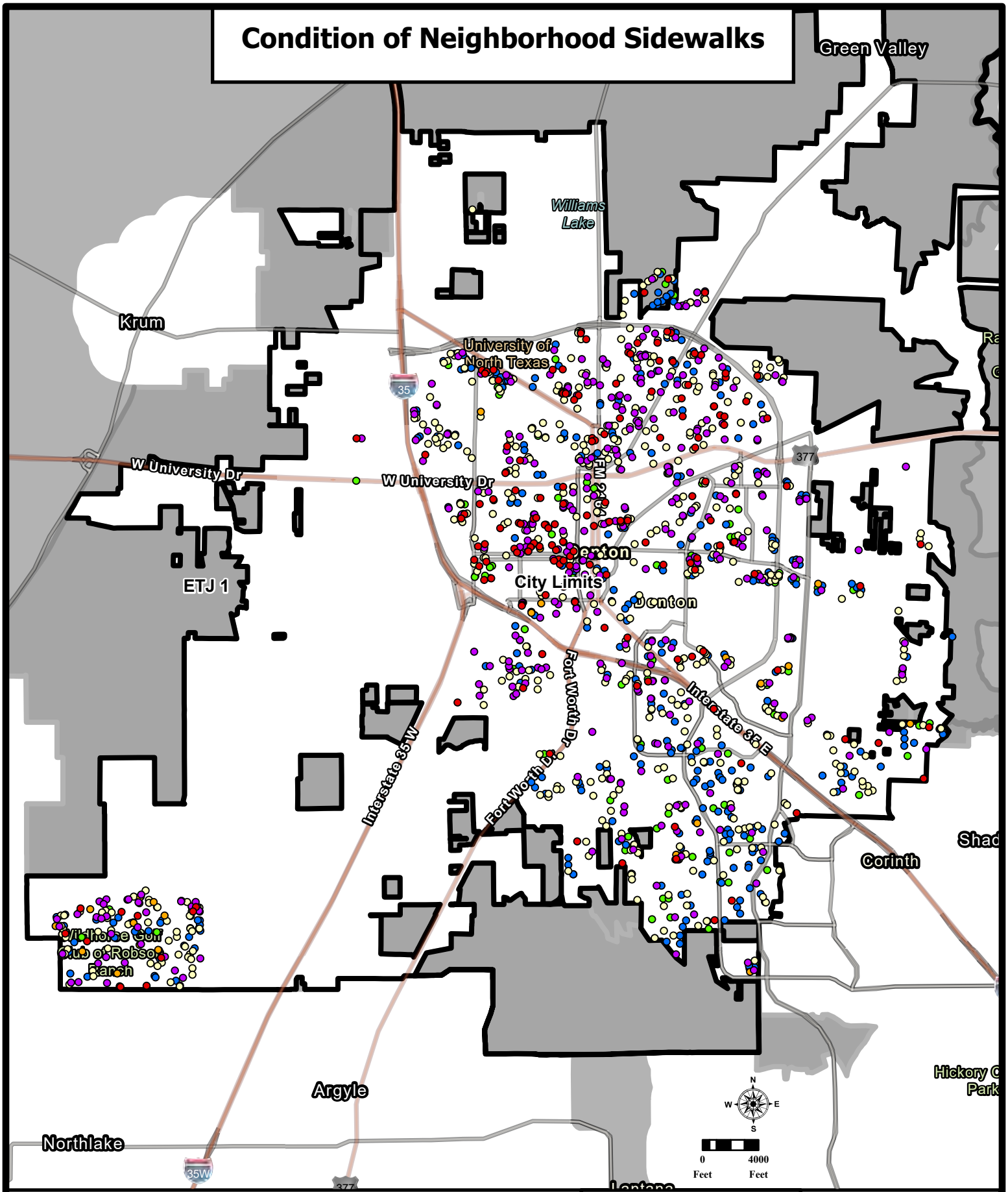
Condition of Neighborhood Sidewalks



Legend

Condition of Neighborhood Sidewalks

- Excellent
- Good
- Average
- No Opinion
- Poor
- Very Poor
- City Limits
- ETJ

Spatial Reference: *NAD 1983 StatePlane Texas North Central FIPS 4202 Feet*
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2026 COMMUNITY SURVEY RESULTS

Council Work Session
May 19, 2026

ID 26-0416

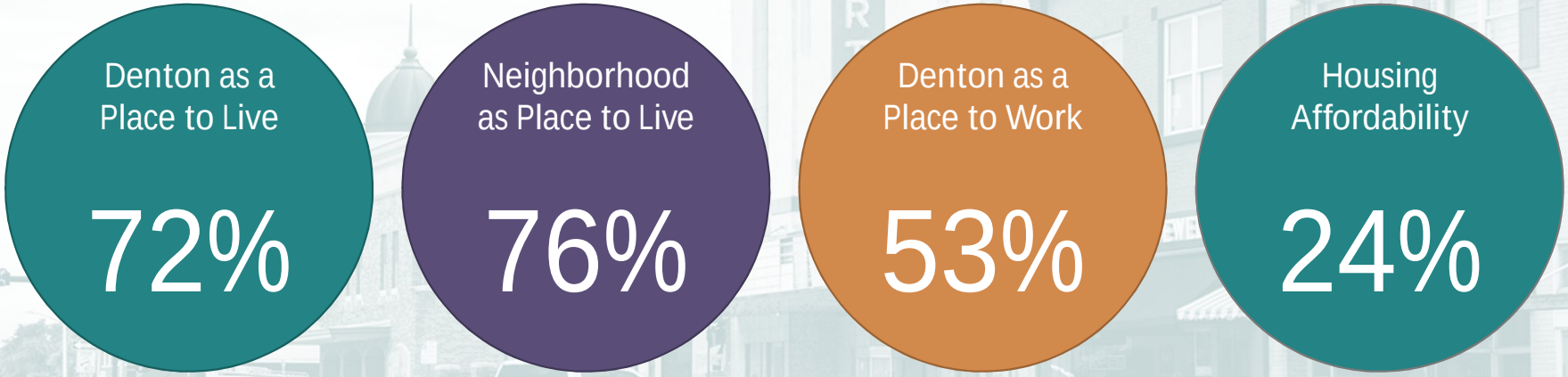
SURVEY OVERVIEW

- Conducted every 2 years
- Random sample of single-family and multifamily residents
  - 18,000 survey invitations sent
  - Stratified by zip code
  - Available in English and Spanish
- Valid Responses: 1,509
- Response Rate: 8.38%
- Confidence Level: 95%
- Margin of Error: ±2.51



KEY FINDINGS

Quality of Life is Strong, Though Key Measures Show Decline



Overall Quality of Life in Denton = 67%

KEY FINDINGS

Infrastructure, Mobility, and Transportation Remain Major Challenges

Streets and Sidewalks

- Neighborhood Streets: 31%
- Neighborhood Sidewalks: 36%

Transportation

- Transportation System: 29%
- Traffic Management: 23%

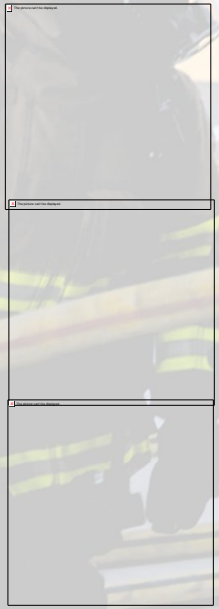
Infrastructure

- Stormwater Drainage: 61%
- Quality of Infrastructure: 54%

KEY FINDINGS

Residents Feel Safe, but Police Service Ratings are Moderate

SERVICES



82%

80%

54%

FEELINGS OF SAFETY

	During the Day	In the Evening
Neighborhood	95%	86%
Neighborhood Park	95%	76%
Retail Areas	94%	80%
Downtown	94%	77%

ID 26-0416

KEY FINDINGS

Community Amenities and Denton's Appeal Remain Significant Strengths

Maintenance of City Parks
88%

Quality of City Parks
73%

Quality of Libraries
80%

Denton as a Place to Visit
61%

Vibrancy of Denton's Downtown
70%

KEY FINDINGS

Homelessness is a Significant and Widely Shared Concern

Efforts to Manage Issues Related to Homelessness

28%

Homelessness as a Moderate to Major Problem in Denton

84%

Services Rated as Essential

59%	Shelter During Inclement Weather
53%	Mental Health Programs
50%	Substance Abuse Programs
45%	Supportive Housing

KEY FINDINGS

Residents are Engaged, but Communication Effectiveness is Mixed

55%

Explains Complex Topics in Easy-to-Understand Way

67%

Provides Accurate and Timely Information During Emergencies

53%

Ease of Finding Information on City Digital Platforms

51%

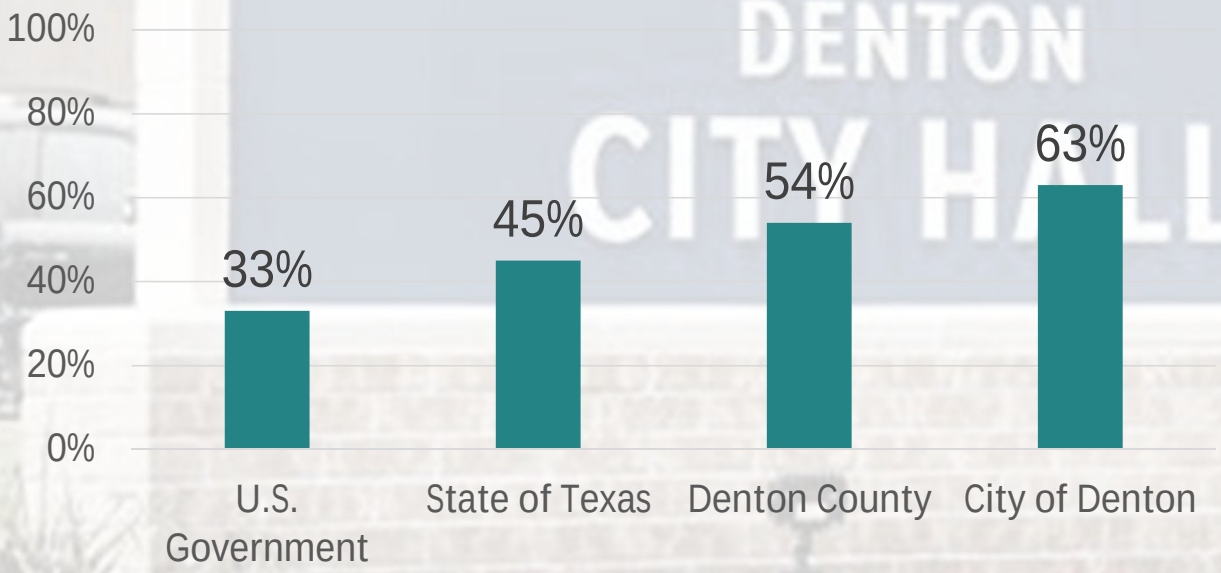
Keeps Residents Well-Informed About News, Projects, and Meetings

57%

Communication Style Reflects Community's Character and Values

KEY FINDINGS

Strong Customer Service Contrasts with Lower Confidence in Governments



37%
Value of Services for Taxes Paid

38%
Overall Direction City is Taking

35%
Confidence in Denton Government

81%
Overall Customer Service

PRIORITIES

Resident Priorities Provide Clear Direction

Shown in Rank Order

- Overall Quality and Maintenance of Streets and Sidewalks
- Overall Quality of Public Safety Services
- Overall Quality of Transportation System
- Overall Quality of Infrastructure
- Efforts to Manage Issues Related to Homelessness



QUESTIONS?

Proclamation

by the

Mayor of the City of Denton, Texas

To all to whom these presents shall come,

Greetings:

WHEREAS, the safety of our community's buildings and the well-being of their occupants are paramount concerns for the City of Denton; and

WHEREAS, our confidence in the resilience of our buildings is achieved through devoted construction professionals who ensure implementation of the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play; and

WHEREAS, each year, in observance of Building Safety Month, we encourage commitment to improved building safety and economic investments at home and in the community, and by adhering to the safest standards and regulations, we contribute to a safer and more resilient community for everyone.

NOW, THEREFORE, I, Gerard Hudspeth, Mayor of the City of Denton, Texas, do hereby declare and proclaim May 2026 as

"BUILDING SAFETY MONTH"

in the City of Denton.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Denton, Texas to be affixed this the 19TH day of May 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

Proclamation

by the

Mayor of the City of Denton, Texas

To all to whom these presents shall come,

Greetings:

WHEREAS, The National Trust for Historic Preservation established May as Preservation Month in 1973, to promote historic places for the purpose of instilling community pride, promoting heritage tourism, revitalizing neighborhoods, and showcasing the character of our community; and

WHEREAS, the City of Denton and Denton County are celebrating Preservation Month with a series of events called Denton Revealed: Preservation Month 2026; and

WHEREAS, Denton Revealed has built awareness of locally significant buildings, landmarks, and historic districts over the past five years and continues to celebrate the role of history in our lives and the contributions made by dedicated individuals to help to preserve our past.

NOW, THEREFORE, I, Gerard Hudspeth, Mayor of the City of Denton, Texas, do hereby declare and proclaim May 2026 as

"DENTON REVEALED: PRESERVATION MONTH 2026"

in the City of Denton.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Denton, Texas to be affixed this the 5th day of May 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: Ingrid Rex

Proclamation

by the

Mayor of the City of Denton, Texas

To all to whom these presents shall come,

Greetings:

WHEREAS, swimming and aquatic-related activities enhance the physical and mental health of Denton residents; and

WHEREAS, our citizens understand the essential role that education on water safety plays in preventing drowning and recreational water-related injuries; and

WHEREAS, the City of Denton is committed to promoting water safety and raising awareness about potential hazards by working together with residents, community members, and organizations to create a culture of water safety for people of all ages and abilities.

NOW, THEREFORE, I, Gerard Hudspeth, Mayor of the City of Denton, Texas, do hereby declare and proclaim May 2026 as

"WATER SAFETY AWARENESS MONTH"

in the City of Denton and encourage all citizens to promote water safety habits in, on, and around water and to support educational initiatives that reduce water-related risks.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Denton, Texas to be affixed this the 19th day of May 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton granting a special permit to Mario Sinacola & Sons Excavating, Inc. to allow for work hours outside those ordinarily allowed pursuant to Section 17-20 (c)(3)(f) of the City of Denton Code of Ordinances, with respect to hours of operation related to Hickory Creek Road Phase 3 construction of the Hickory Creek Road and Bridge over Hickory Creek and Canadian Pacific Kansas City Railroad: providing for approval of special permit for a variance in the hours of operation during weekdays and weekends; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

Construction contractor Mario Sinacola & Sons Excavating, Inc. (Sinacola), requests an exception from the allowed construction work hours from May 19, 2026 through May 2027, for the estimated construction duration of Hickory Creek Road Phase 3, to be allowed to work, as needed, without any time restrictions during weekdays and weekends. Section 17-20(c)(3)(f) of the Code of Ordinances limits the work hours for the construction of any building from 7:00 a.m. to 8:30 p.m. Monday through Friday from October 1 to May 31.

Sinacola is requesting an exception to address construction limitations over Hickory Creek, Canadian Pacific Kansas City Rail (CPKC) right-of-way, and, if possible, work-prohibiting weather days.

Specifically, the exception will allow Sinacola to work within CPKC's right of way, which is restricted. Additionally, due to the temperature constraint of 85-degree maximum for the concrete pours on bridge decks, bridge slabs, and superstructures; the exception will allow Sinacola to better respond to work-prohibiting weather days, such as rain and heat.

City Council may issue special permits or exceptions for construction work hours in case of urgent necessity and in the interest of public safety and convenience. Granting this exception will allow for the construction of the Hickory Creek Road Phase 3 bridge for the installation of bridge beams, deck panels, and a continuous pour of deck pavement. The exception will have minimal impacts, if any, on residents, as there are only two residents within a 1320-foot (1/4-mile) radius of the Hickory Creek Road bridges. In addition, night work will have less of an impact on traffic along Hickory Creek Road and nearby state highways FM 1830 and FM 2181.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)
On May 3, 2022, City Council approved the Construction Contract with Sinacola (Ordinance No. 22-911).

RECOMMENDATION
Staff recommends approval

PRINCIPAL PLACE OF BUSINESS
Mario Sinacola & Sons Excavating, Inc.
Frisco, Texas

ESTIMATED SCHEDULE OF PROJECT
Hickory Creek Road Phase 3's projected design completion date is May 2027.

FISCAL INFORMATION
Not Applicable

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Applicant Request
Exhibit 3 – Location and Aerial Maps
Exhibit 4 – Noise Ordinance Special Permit Checklist
Exhibit 5 – Ordinance

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information concerning this acquisition, contact: Tracy L. Beck, PE, PMP, PMI-CP, 940-349-8925.

Legal point of contact: Marcella Lunn at 940-349-8333.

SINACOLA

April 15, 2026

Tracy L. Beck, PE, PMP, PMI-CP
Construction Projects Manager
City of Denton - Capital Projects/Engineering
401 N. Elm Street
Denton, TX 76201

RE: Hickory Creek Road Phase 3 Capital Improvement Project – Noise Ordinance Special Permit Request

Dear Tracy,

This letter is to advise you in advance of essential construction activities for the Hickory Creek Road Phase 3 Capital Improvement Project located on Hickory Creek Road between FM 1830/Brush Creek and the intersection of Waterside Place/Hickory Creek Road, Denton, Texas 76210.

Sinacola kindly requests the City of Denton's approval for the attached Noise Ordinance Special Permit to allow extended construction hours and days for bridge and pavement construction activities.

Section 17-20(c)(3)(f) of the Code of Ordinances limits the work hours for the construction of any building from 7:00 a.m. to 8:30 p.m. Monday through Friday from October 1 to May 31; from 6:00 a.m. to 8:30 p.m. Monday through Friday from June 1 to September 30; from 8:00 a.m. and 8:30 p.m. on Saturday; and between 1:00 p.m. and 8:30 p.m. on Sunday.

Sinacola requests an exception from the allowed construction work hours for the construction of the City's Capital Project Hickory Creek Road Phase 3 from May 2026 thru May 2027 (when the project construction is estimated to be complete) to be allowed to work, as needed, with no time restrictions during weekdays and weekends, with pre-approval by the Capital Projects Manager.

The reason for the requested exception is to address the significant time restrictions working over and around the Canadian Pacific Kansas City (CPCK) Railroad. Trains run on inconsistent schedules nonstop throughout the day, resulting in the need to stop work when they pass. While attempts have and will be made to accomplish as much work as possible within the gaps between passings, there are specific operations that will require work during an elongated duration over and around the tracks.

In addition to working around CPCK Railroad, night and weekend construction workhours will be beneficial to perform the tasks due to the temperature constraints for decks, slabs and superstructure construction and unexpected delays due to work-prohibiting weather and

material delivery. The issues with pouring concrete in extremely hot weather, common with the temperatures in Texas, it's vital to pour concrete overnight when the temperatures are cooler. It is especially an issue with concrete paving as some pours can be up to 2000 CY and last 12 or more hours. Pouring concrete in the hot weather will cause the concrete to cure too quickly and result in a poor finish and poor product.

Thank you in advance for your consideration. Please let me know if there are any questions or if any additional information is needed.

Respectfully,

Jonathan Gibson
Project Manager

CHECKLIST RESPONSES

1.1.i Provide the name of the development and address:

- Project Name: Hickory Creek Road Phase 3 (City CIP PMO# 190101, File# 7909)
- Location: Between 113 Hickory Creek Road, Denton, Texas 76210 and FM 1830
- City Project Manager: Tracy L. Beck, PE, PMP
- Contractor: Sinacola
  10950 Research Rd, Frisco, TX 75033
- Contractor Project Manager: Jonathan Gibson
- Contractor Superintendent: Chris Montoya

1.1ii. Description of construction activities being performed outside of allowed hours including the hours requested

Sinacola requests for all night/weekend work for the operations over the CPKC train is to complete the bridge superstructure efficiently and in a timely manner. The activities to be performed outside of allowed hours will include, but not be limited to:

- Concrete Paving, Sidewalk, and Shared Use Path Concrete Pours
- Hanging Beams
- Installing Deck Panels
- Placing Deck Pavement

1.1iii. State the date range or specific dates when the construction activities are planned to occur

Sinacola is requesting the flexibility to work nights and weekends thru the duration of the project (May 2026 thru May 2027) with no time restrictions with the understanding the work will require prior approval by the City of Denton Capital Projects Manager and the work is identified as essential to maintain the contract schedule (critical path activities) due to weather, material availability, or other unplanned delays.

1.1iv. Describe the urgent necessity for the special permit request including what is unique about this project requiring construction work to be conducted outside of the hours stipulated in the Noise Ordinance

The necessity is in response to the interest of public safety and constructability due to the following conditions:

- Work within the CPKC railroad right of way is highly restricted and monitored requiring flaggers,
- CPKC train schedule runs trains with minimal gaps during the day with the exceptions of 10:00 pm and 4:00 am (Monday through Saturday) and Sunday making weekday and daytime construction of the bridge nearly impossible,
- Temperature constraints of a maximum 85 degrees for bridge decks, bridge slabs and super structures will require cooler and uninterrupted work times; and

The request to extend the duration through the end of the project is to prevent any future urgent request(s) that could be needed to address unexpected issue(s).

1.1v. Explain the plans to minimize the noise impact on the surrounding properties

Minimizing noise impacts will not offer a significant benefit, if any. The project is relatively remote and there are no residents within a 1,320-foot radius of the work area. The majority of

the closest residents are an average of approximately 2,600-foot (1/2 mile) radius or further from construction activities.

1.1vi. State the proximity of the site to the nearest properties. Describe plans to notify and solicit feedback from surrounding property owners

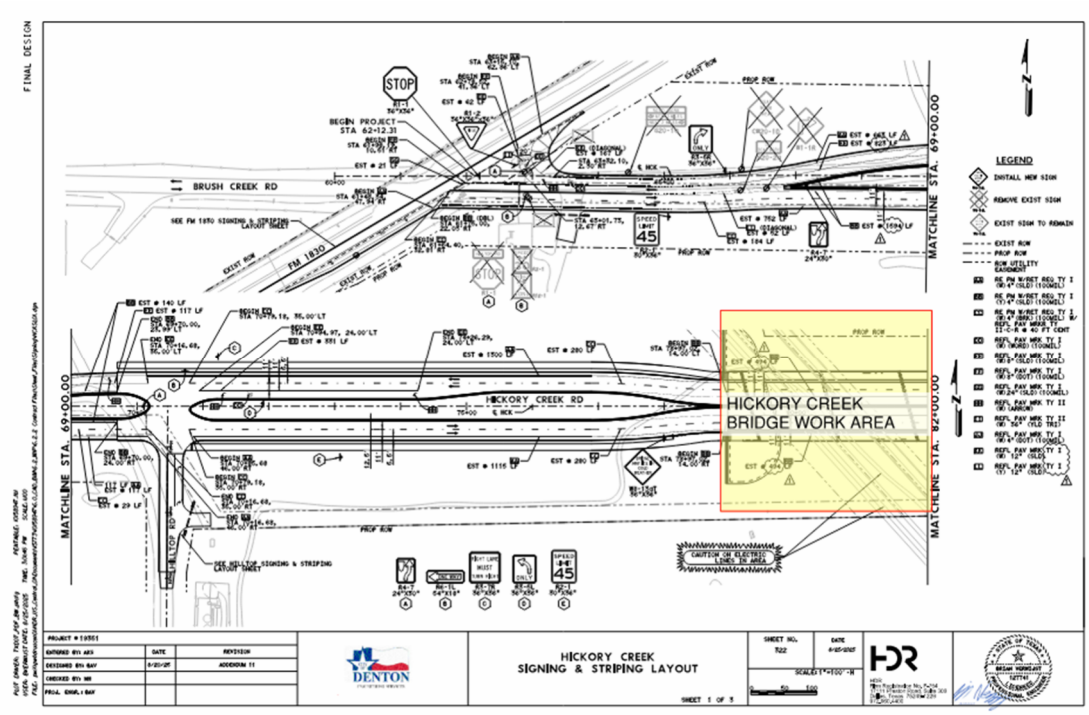
The project is relatively remote and there are no residents within a 1,320-foot (1/4 mile) radius of the work area. The majority of the closest residents are an average of approximately 2,600-foot (1/2 mile) radius or further from construction activities. Construction Activities are posted on the Hickory Creek Road Phase 3 Discuss Denton website.

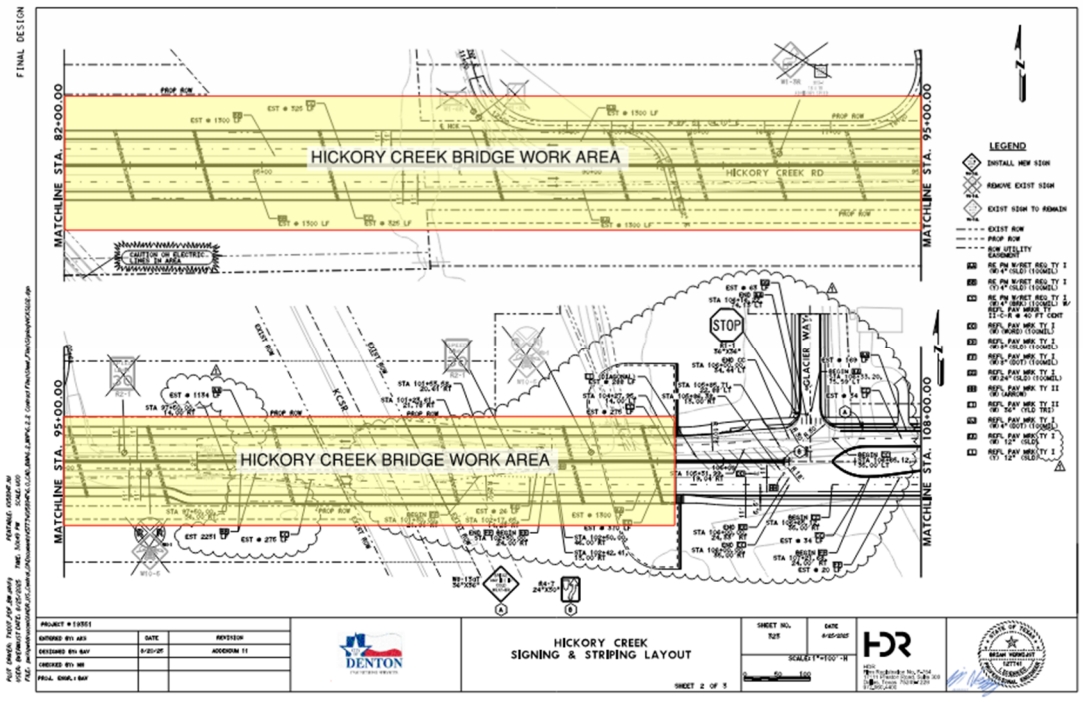
1.2 Provide an aerial map of the development area



1.3 Provide a construction sequence map depicting the specific constructed work and locations within the site that will be conducted during the requested special permit hours

- Sinacola's plan is to work in the area of the bridge starting from the West side heading East with operations to hang beams, install deck panels, and place deck concrete pavement.





1.4 It is highly recommended that the developer/contractor conduct a community meeting with the surrounding property owners. With this submission, provide the information presented at the meeting and any feedback from the residents.

Construction Activities are posted on the Hickory Creek Road Phase 3 Discuss Denton website. There are no residents within a 1,320-foot radius of the bridge work area and a separate meeting for this request is not planned.

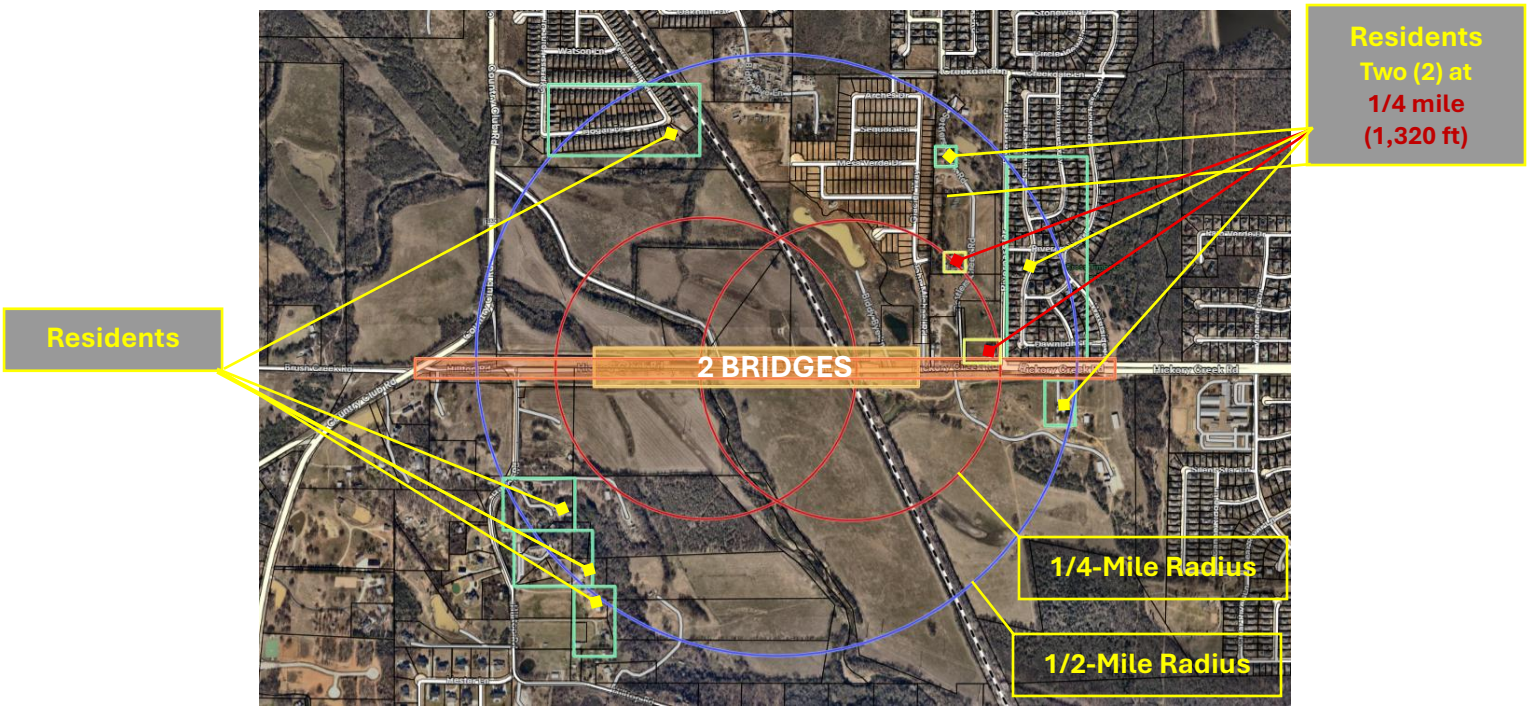
EXHIBIT 3 Location and Aerial Maps

Hickory Creek Road/Bridge



Residential Proximity (2 residents at 1/4-mile)

- Project Limits approx. 6,200 linear feet (approx. 1.25 miles)
- Two Bridges (Hickory Creek and CPKC Railroad)
- Red Circle Radius = 1/4 Mile (no existing residents within 1/4 mile radius).
- Blue Circle Radius = 1/2 Mile
- Orange Rectangles = Road Project with 2 Bridges



Development Services

401 N. Elm St., Denton, TX 76201 • (940) 349-8541

Noise Ordinance Special Permit Request Checklist

For all requests by a developer or contractor to work outside of the allowed construction hours outlined in Section 17-20 (c)(3)(f) of the City of Denton Code of Ordinances, a special permit is required.

Section 17-20 (c)(3)(f) "The erection, excavation, demolition, alteration, or repair work on any building at anytime other than between the hours of 6:00 a.m. and 8:30 p.m. Monday through Friday from June 1 to September 30; between 7:00 a.m. and 8:30 p.m. Monday through Friday from October 1 to May 31; between 8:00 a.m. and 8:30 p.m. on Saturday; and between 1:00 p.m. and 8:30 p.m. on Sunday; provided, however, that the city council may issue special permits for such work at other hours in case of urgent necessity and in the interest of public safety and convenience;"

To provide staff time to review the request and make a recommendation to City Council, please submit the required information a minimum of 4 weeks prior to the planned construction start date.

Items Required with Special Permit Request

☒1.1 A request should be sent to the Deputy or Assistant Building Official via email requesting a special permit per the City of Denton Noise Ordinance Section 17-20 (c)(3)(f). This request should include the following:

i. Provide the name of the development and address
ii. Description of construction activities being performed outside of allowed hours including the hours requested
iii. State the date range or specific dates when the construction activities are planned to occur
iv. Describe the **urgent necessity** for the special permit request including what is unique about this project requiring construction work to be conducted outside of the hours stipulated in the Noise Ordinance
v. Explain the plans to minimize the noise impact on the surrounding properties
vi. State the proximity of the site to the nearest properties
Describe plans to notify and solicit feedback from surrounding property owners

☒1.2 Provide an aerial map of the development area

☒1.3 Provide a construction sequence map depicting the specific constructed work and locations within the site that will be conducted during the requested special permit hours

☒1.4 It is highly recommended that the developer/contractor conduct a community meeting with the surrounding property owners. With this submission, provide the information presented at the meeting and any feedback from the residents.

City of Denton staff will review the submissions and present their recommendation to the City Council. Please note that submitting the requested information does not guarantee the request will be approved. The City Council has authority to formally approve or deny a developer or contractor's request.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING A SPECIAL PERMIT TO MARIO SINACOLA & SONS EXCAVATING, INC. TO ALLOW FOR WORK HOURS OUTSIDE THOSE ORDINARILY ALLOWED PURSUANT TO SECTION 17-20 (C)(3)(F) OF THE CITY OF DENTON CODE OF ORDINANCES, WITH RESPECT TO HOURS OF OPERATION RELATED TO HICKORY CREEK ROAD PHASE 3 CONSTRUCTION OF THE HICKORY CREEK ROAD AND BRIDGE OVER HICKORY CREEK AND CANADIAN PACIFIC KANSAS CITY RAILROAD: PROVIDING FOR APPROVAL OF SPECIAL PERMIT FOR A VARIANCE IN THE HOURS OF OPERATION DURING WEEKDAYS AND WEEKENDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the hours for the erection, excavation, demolition, alteration, or repair work on any building within the limits of the City of Denton are ordinarily limited to the hours between the hours of 6:00 a.m. and 8:30 p.m. Monday through Friday from June 1 to September 30; between 7:00 a.m. and 8:30 p.m. Monday through Friday from October 1 to May 31; between 8:00 a.m. and 8:30 p.m. on Saturday; and between 1:00 p.m. and 8:30 p.m. on Sunday, pursuant to Section 17-209(c)(3)(f) of the Code of Ordinances; and

WHEREAS, pursuant to this Code provision, the City Council may issue special permits or exceptions for construction work at other hours, in cases of urgent necessity and in the interest of public safety and convenience; and

WHEREAS, Mario Sinacola & Sons Excavating, Inc. (Sinacola), has requested a Special Permit, as shown in the attached Exhibit 2, to allow work hours outside those ordinarily allowed for the months of May 19, 2026 thru May 2027 to allow for the construction of the Hickory Creek Road Phase 3 (the "Project") that includes a bridge over Hickory Creek and a bridge over Canadian Pacific Kansas City Railroad (CPKC) for the installation of bridge beams, deck panels, and continuous pour of deck pavement, authorizing unrestricted hours of operation; and

WHEREAS, the Project crosses the CPKC right of way; and

WHEREAS, the Project crosses the CPKC rail lines; and

WHEREAS, the current CPKC trains run on inconsistent schedules throughout the day, seven (7) days a week; and

WHEREAS, Staff has reviewed and recommends approval of the submitted Special Permit submitted by Sinacola, as shown in Exhibit 2; and

WHEREAS, the City Council finds that the extended hours of operation and/or Sundays for the construction requested is for a case of necessity and in the interest of public safety, due to the following reasons:

1. Work within the railroad right of way is highly restricted and monitored,
2. Temperature constraint of a maximum 85 degrees for bridge decks, bridge slabs and super structures,
3. CPKC train schedule run on inconsistent schedules seven days a week,
4. There are only two (2) residents at a 1,320-foot (1/4-mile) radius of the project bridges; and

WHEREAS, the City Council further finds that granting a special permit for this construction project, limited to the extended hours requested, and limited to the restrictions contained herein, would serve the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference and found to be true.

SECTION 2. Pursuant to Section 17-20(c)(3)(f) of the Code of Ordinances, Mario Sinacola & Sons Excavating, Inc. is hereby granted approval for the Noise Ordinance Special Permit submitted and attached as Exhibit A, for the amplified sound prohibition subject to the following restrictions:

1. Special Permit issued pursuant to Section 17-20(C)(3)(f) of the Code of Ordinances of the City of Denton, is granted only in connection with the construction of Hickory Creek Road Phase 3 (the "Project") that includes a bridge over Hickory Creek and a bridge over Canadian Pacific Kansas City Railroad (CPKC), for the following the months of May 2026 through May 2027; and

2. Mario Sinacola & Sons Excavating, Inc. agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the event; and

3. This Ordinance confers no personal or property rights, and may be amended, modified, suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any advance warning, hearing, or compensation, for any reason at all, or for no reason; and

4. This Ordinance shall be strictly construed as an exception granted pursuant to Section 17-20 of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in connection with the construction activity, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 3. This Ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the Hickory Creek Road Phase 3 Project, unless sooner repealed, modified, or rescinded.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **Environmental Services & Sustainability**

ACM: **Frank R. Dixon, Assistant City Manager**

DATE: **May 19, 2026**

SUBJECT

Consider approval of a resolution of the City Council of the City of Denton, Texas adopting a sustainability plan entitled "Simply Sustainable Framework"; replacing the City's previously adopted sustainability plan; and providing an effective date. The Sustainability Framework Advisory Committee recommends approval (4-0).

BACKGROUND

The City of Denton adopted "Simply Sustainable: *A Strategic Plan for Denton's Future"* by Council resolution in February 2012. The Plan outlined goals, strategies, and actions across eight focus areas. The Plan was revised in 2017, and "Simply Sustainable: *A Framework for Denton's Future"* was adopted by the Denton City Council in 2020. This update is intended to build on the foundation of the previously adopted sustainability plans and other citywide long-term planning documents and continues to set aspirational goals for the future. The Simply Sustainable Framework is updated every 5 – 7 years to ensure this document remains relevant to the community's needs.

The Simply Sustainable Framework is a living document that considers both previously adopted plans and implementation, and other emerging data, such as the upcoming greenhouse gas inventory.

The updated version of the Framework considers the implementation of the 2020 Framework, the adoption of plans, and the projects undertaken to move Sustainability forward as an organization in the interim.

Plans adopted following 2020 Simply Sustainable Framework:

- Urban Forest Master Plan (2020)
- Denton 2040 Plan (2022)
- Mobility Plan (2022)
- Parks and Trails Master Plan (2022)
- Comprehensive Solid Waste Management Strategy (2022)
- Water Conservation and Drought Contingency Plan (2024)
- Climate Action Plan (2024)

Considering these efforts, the Framework was simplified to include two main overarching goals:

- **Goal 1:** Reduce the environmental footprint of municipal operations, assets, and facilities. Evaluate and improve City facilities to ensure they are resilient to hazards and vulnerabilities and can be a resource to the public.

- **Goal 2:** Provide outreach, incentives, and policies that encourage behavior change and support sustainability for the community. Reduce barriers that prevent the community from reducing their resource dependency on fossil fuels, water, energy, and waste.

Each Goal outlines how that sector can undertake action to reduce their respective environmental footprint across six focus areas. With each focus area identifying strategies that can be taken by each sector to create change both on the municipal and community level.

For example:

Reduce Municipal energy consumption

- Improve efficiency of existing municipal facilities
    - Review current internal policies to ensure efficacy
    - Implement best management practices
- Ensure new construction meets high energy efficiency standards
- Adopt energy codes to ensure energy efficiency of new construction

Reduce Community energy consumption

- Raise awareness of benefits of energy efficiency and provide tools available to support community efforts
    - Workshops, audits, weatherization kits, etc
    - Website and social media
- Provide support for energy efficiency improvements
    - State and Local Incentives
    - Behavior change awareness
- Measure effectiveness of programs
    - Ensure equitable distribution of energy efficiency programs
    - Track savings achieved through efficiency programs

Each Focus area has similar actions for both Municipal and Community goals with metrics and strategies to track progress.

Initial discussion of Framework Focus Area content began in September 2023. Drafts of the Framework were reviewed with the Sustainability Framework Advisory Committee (SFAC) in July, October, and December of 2025, and with the Committee on the Environment (COE) in September 2025. Feedback from each was incorporated into the draft document presented for consideration.

The Simply Sustainable Framework will continually be revised as new policies and plans are undertaken or adopted throughout the City.

EXHIBITS

1. Agenda Information Sheet
2. Resolution and Simply Sustainable Framework

Respectfully submitted:
Katherine Barnett
Sustainability Manager

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENTON, TEXAS ADOPTING A SUSTAINABILITY PLAN ENTITLED "SIMPLY SUSTAINABLE FRAMEWORK"; REPLACING THE CITY'S PREVIOUSLY ADOPTED SUSTAINABILITY PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, sustainability is key to our future and is generally defined as "the balance of social, economic, and environmental performance across areas such as natural systems, energy, water, waste, transportation, and quality of life"; and

WHEREAS, the City of Denton's vision is to be a sustainable city that will engage our community, employees, institutions, organizations, and businesses in more sustainable practices; and

WHEREAS, the City Council of the City of Denton previously adopted a sustainability plan entitled "Simply Sustainable – A Strategic Plan for Denton's Future" via Resolution 2012-005 on February 21, 2012, and an update to the plan entitled "Simply Sustainable – A Framework for Denton's Future" by Resolution 20-1639, on September 1, 2020; and

WHEREAS, this update builds on previously adopted sustainability plans and other citywide long-term planning documents and continues to set aspirational goals for the future; and

WHEREAS, the City Council of the City of Denton wishes to adopt a sustainability plan entitled "Simply Sustainable Framework" (hereinafter the "Sustainability Framework") and to replace the City's current sustainability plan entitled "Simply Sustainable – A Framework for Denton's Future"; and

WHEREAS, to protect and to restore our environment, create economic value, and support and strengthen our community, the City of Denton shall work in a leadership role to improve our environment and to utilize our resources in equitable ways that are fiscally and socially responsible; and

WHEREAS, sustainability strategies such as energy efficiency, improved air quality, alternative transportation, water protection and conservation, waste reduction, clean energy production, and the creation and management of green and open spaces benefit the City of Denton by enhancing quality of life; and

WHEREAS, the City Council wishes to identify numerous sustainability strategies and initiatives and embed sustainability decision-making throughout its policies and procedures; and

WHEREAS, the Sustainability Framework is intended to be a living document that encourages the inclusion of sustainability and resiliency in future initiatives and provides a framework for a sustainable Denton; and

WHEREAS, the Sustainability Framework will be open to public input; and

WHEREAS, the City Council finds that this Sustainability Framework is in the best interest of the community and its citizens.

NOW THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitals contained in the preamble of this resolution are true and correct and incorporated into the body of this Resolution as if set out fully herein.

SECTION 2. The Simply Sustainable Framework, attached hereto as Exhibit "A" and incorporated herein, is hereby adopted by the City of Denton, Texas.

SECTION 3. The Simply Sustainable Framework attached in Exhibit "A" shall replace all sustainability plans previously adopted by the City of Denton, Texas.

SECTION 4. The Simply Sustainable Framework attached in Exhibit "A" shall be filed with the City Secretary.

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

The motion to approve this Resolution was made by _____and seconded by_____; the Resolution was passed and approved by the following vote [___ - ___]:

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Christopher Mullins

EXHIBIT “A”

CITY OF DENTON

SIMPLY SUSTAINABLE FRAMEWORK



CITY OF DENTON

APRIL 2026

SIMPLY SUSTAINABLE FRAMEWORK

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City of Denton

155,000
Estimated Population

5,000+
Businesses

2,300
Full-Time/Part-Time Employees

204
City Buildings

3
Academic institutions



City of Denton Sustainability highlights

1990's

First Steps

Denton Water Utilities began to make Dyno Dirt from diverted sludge

1998

EnergySave Program was created by Denton Municipal Electric providing rebates for DME customers that installed high-efficiency heating, ventilation, air conditioning (HVAC) systems

2005

Committee on the Environment is established by City Council

Solid Waste began capturing methane from the Landfill for energy generation

Water Conservation & Drought Contingency Plan adopted

2006

Summer Water Ordinance is implemented restricting the use of irrigation from 10 a.m. - 6 p.m.

2009

GreenSense Program replaced the **EnergySave program** provide funding for energy efficiency & additionally encouraged rooftop solar. Denton Municipal Electric (DME) used Power Purchase Agreements to include wind in the power supply to local customers.

2012

Adoption of **Simply Sustainable Plan** laying out steps for a more sustainable Denton, this plan originally included over 30 strategies across the eight focus areas

2015

The Denton 2030 Plan is adopted designed to guide the future growth & development of the City of Denton

2016

The **2015 Mobility plan** is adopted, establishing a holistic, multimodal transportation plan that serves as a combined thoroughfare, bicycle, and pedestrian master plan for the City of Denton

2017

The **Renewable Resource Plan** was reviewed, which was responsible for taking DME's energy portfolio from 40% to 70%

The **Simply Sustainable Plan** is updated

2018

The **Renewable Resource Plan** expands DME portfolio goals. The plan is developed to meet the goal of providing its electric customers with 100% renewable energy in 2022

2020

The **Mobility Plan** update is adopted SolSmart Silver desingee

Sustainability Advisory Framework Committee is established by City Council

Urban Forest Master Plan is adopted identifying important tree canopy resources & include specific strategies to protect & develop a more robust tree canopy

Simply Sustainable Plan is updated to **Sustainability Framework** and adopted

2021

Sustainability Framework Fund was created committing revenue for sustainability initiatives

2022

The **Comprehensive Solid Waste Management Strategy (CSWMS)** is adopted

Denton 2040 Comprehensive Plan is adopted

2022 Mobility Plan is adopted

The **Parks, Recreation, and Trails System Master Plan** is adopted, assessing future needs concerning parks, recreation, open space, and greenways

City adopted Ordinance, which established a **Science-based Target** to reach net-zero carbon emissions by 2050 through the creation of a Climate Action Plan

2023

Adoption of the **Commercial Diversion Article** providing diversion opportunities & goal setting that include 30% overall diversion of waste by 2030, 40% by 2040, & 75% by 2075.

Solid Waste began working on a contract to improve the production and capture of methane gas which will be processed into renewable natural gas

2024

Climate Action Plan is adopted highlighting 3 primary goals and 16 actions to progress towards net zero by 2050.

Design Downtown Plan adopted as a strategic blueprint for the next 20-years aimed at enhancing the vitality and character of Downtown Denton. This plan introduces "Denton Chill Streets" and includes a bike and pedestrian mobility focus

Glossary

Alternative Fueling Stations - Fueling stations that offer Biodiesel, Compressed Natural Gas (CNG), Electric Charging, Ethanol, Hydrogen, Liquified Natural Gas (LNG), Propane, and renewable diesel

Carbon Footprint - The total amount of greenhouse gases (including carbon dioxide and methane) that are generated by our actions.

Carbon Offset – Certificates or tradable "rights" that remove or reduce carbon dioxide (CO2) in the atmosphere.

Climate - The average weather pattern for a region over a time scale greater than or equal to 30 years

Climate Change - A long-term impact on global and regional climate patterns that impact precipitation, temperature, and other environmental conditions

Community Resilience - The capacity of a community system to adapt, thrive, and maintain function in the face of chronic stress and acute shocks

Composting - A method of reusing organic matter in a way that is beneficial to create nutrient-rich soil to promote the growth of a lawn or garden.

Diversion - The act of redirecting waste from the landfill to another location for reuse or reprocessing to increase the landfill's life and provide significant environmental benefits

Environmental Footprint - The effect that a person, company, activity, etc. has on the environment

Fossil Fuels - Non-renewable resources that formed when prehistoric plants and animals died and were gradually buried by layers of rock, such as oil, coal, and natural gas

Greenhouse Gas Emissions - Gases that trap heat in the atmosphere

Greywater - Lightly used household water from showers, baths, sinks, and washing machines

Infill Development - The process of optimizing vacant areas within urban centers to best utilize existing infrastructure.

Sustainability - The balance of social, economic, and environmental performance across areas such as natural systems, energy, water, waste, transportation, and quality of life

Net-zero - The balance between the amount of greenhouse gas that's produced and the amount that's removed from the atmosphere, which can be achieved through a combination of emission reduction, emission removal, and the purchase of carbon offsets.

Organics Program - Uncooked and cooked food waste, including vegetables, fruits, meats, bread, bones, shellfish, etc.

Power purchase agreements for renewable energy - Contracts that specify the purchase of power and associated renewable energy credits (RECs) from a specific renewable energy generator (the seller) to a purchaser of renewable electricity (the buyer).

Resilient Infrastructure - Infrastructure designed and built to withstand and recover from disasters and disruptions, such as extreme weather events or socioeconomic challenges.

Weatherization - To make a building more energy-efficient and comfortable by sealing air leaks and improving insulation, which in turn reduces energy costs and utility bills.

Weather – Short-term conditions related to temperature, precipitation, and other atmospheric factors.

Introduction

Overview of Denton and the DFW Metroplex

The City of Denton, located in North Texas, is the 20th largest city in the state and is experiencing annual growth of 3.5%. Denton is part of the greater Dallas-Fort Worth (DFW) metroplex, the largest metropolitan statistical area in Texas and the fourth-largest in the United States. The DFW area is home to the DFW International Airport, the third busiest airport in the U.S., offering Denton proximity to a major travel hub. Denton's current estimated population exceeds 155,000.

The population of the DFW metroplex is projected to increase by 67% between 2020 and 2050, with employment expected to grow by 264% during the same period. Housing demand has also shifted upward, with a previously anticipated growth of 3.19% now realistically trending toward 4.4% to meet goals for single-family and multifamily units. This projected growth has prompted North Texas municipalities to plan for rapid expansion proactively. Existing infrastructure will need to be consistently addressed as population growth adds stress, with indicators such as traffic congestion, housing availability, and resource consumption (e.g., water, energy, landfill space) requiring close monitoring.

Denton as a College Town and Cultural Hub

Denton is known for its thriving arts, entertainment, and music scene, hosting annual community events and, more recently, establishing itself as the Halloween Capital of Texas. These events attract visitors from across and beyond the metroplex.

The city is home to two major universities—the University of North Texas and Texas Woman's University—as well as a satellite campus of North Central Texas College. These institutions had a combined enrollment of over 60,000 students as of 2023, with enrollment expected to increase by 13% over the next four years. Denton was named one of the 10 best college towns in the nation and has a high percentage (52%) of renter-occupied units, largely due to its student population. This results in a higher turnover rate of residents, creating a narrow window to perform outreach and inform new residents about conservation and sustainability practices.

Employment and Commuter Information

The City of Denton employs over 2,300 full-time/part-time staff and is home to more than 5,000 businesses, including major employers such as the University of North Texas, Peterbilt, Texas Health Presbyterian Hospital, and Texas Woman's University. Denton also serves as a destination for commuters who work in the city but live elsewhere. Outreach to these commuters is essential, as they contribute to resource consumption and community-wide greenhouse gas emissions, even though they reside outside city limits.

Sustainability and Resiliency

Texas ranks highest among states most impacted by natural disasters. North Texas frequently experiences droughts, freezes, flooding, and severe storms. Recent events like the COVID-19 pandemic and Winter Storm Uri in 2021 have highlighted the need for resilient infrastructure and proactive planning. According to the National Resilience Guidance (NRG), a resilient community can prepare for threats, adapt to changing conditions, and recover rapidly from disruptions. Denton is working to ensure its infrastructure and operations are prepared for the stressors of a changing climate and growing population.

The LEED for Cities and Communities program defines sustainability as the balance of social, economic, and environmental performance across areas such as natural systems, energy, water, waste, transportation, and quality of life. Sustainability also includes infrastructure resilience to stressors like climate change and population growth.

The City of Denton has a longstanding commitment to sustainability, demonstrated through numerous programs and initiatives aimed at environmental improvement, community support, and the development of replicable programs for other cities. The Simply Sustainable Plan, created in 2012, outlined strategies to balance environmental protection with city growth while using resources in fiscally and socially responsible ways.

Building on this foundation, the Sustainability Framework was developed to continue guiding municipal planning, ensuring that Denton prioritizes sustainability while adapting to new challenges and opportunities. This living document works in conjunction with other adopted plans, including the:

- Urban Forest Master Plan (2020)
- Denton 2040 Plan (2022)
- Mobility Plan (2022)
- Parks and Trails Master Plan (2022)
- Comprehensive Solid Waste Management Strategy (2022)
- Water Conservation and Drought Contingency Plan (2024)
- Climate Action Plan (2024)

With the recent adoption of the Climate Action Plan (CAP) in 2024, the CAP formalizes the City of Denton's net-zero goal to achieve net-zero greenhouse gas emissions by 2050. The CAP is led by three primary goals and sixteen actions to progress towards those goals. Municipal utilities owned and operated by the City, such as solid waste and recycling, water and wastewater, and electric utility services, provide the city with more direct control of operations and the ability to adjust efforts to meet this net-zero goal. One way that the city is headed to this goal is through leveraging its power purchase agreements to provide 100% renewable energy to Denton Municipal Electric (DME) customers. In 2018, the city adopted the Renewable Resources Plan to achieve 100% renewable energy. DME met this goal by 2021, ensuring that all annual energy consumption is offset by renewable sources, backed entirely by wind and solar energy. Denton Water Utilities (DWU) recently implemented its Water Conservation & Drought Contingency Plan, reducing water loss and increasing water conservation, and reducing its energy consumption.

Solid Waste & Recycling has begun working on contracts to capture the methane from the Landfill to turn it into renewable natural gas. The City of Denton will continue to evaluate and identify opportunities to be able to achieve the overarching net-zero goal set. The City of Denton will also continue to engage the community—including residents, businesses, institutions, and employees—in sustainable practices and behavior change. Future planning will integrate both existing and new strategies to support a growing, resilient, and sustainable city.

This Sustainability Framework update will have two main goals that guide the document, as seen in the following page with strategies broken out by goal.



Vision

The City of Denton is a sustainable community that will engage our employees, businesses, institutions, organizations, and citizens in more sustainable practices. We will work in a leadership role to improve our environment and utilize our resources in ways that are fiscally and socially responsible. We do all of this to protect and restore our environment, create economic value, and support and strengthen our community.

Guiding Principles

- Involve the community in the implementation of the Framework.
- Develop partnerships that encourage collaboration on sustainability issues.
- Promote energy management policies and practices within municipal operations and throughout the community that are efficient and fiscally responsible while reducing emissions.
- Support transportation strategies that reduce air pollution and increase awareness of alternative transportation choices.
- Support waste management strategies, including diversion, reuse, recycling, repair, and renewable energy options.
- Support green building and sustainable site management within the Denton community through policy implementation, education, and incentives.
- Maintain a diversified power supply portfolio while establishing aggressive energy efficiency and energy conservation programs.
- Commit to the use and purchase of environmentally and socially responsible materials and products.
- Provide high quality drinking water, wastewater treatment, and watershed management in ways that are environmentally and economically sustainable for current and future customers.
- Conduct all of the activities above with a focus on inclusiveness, equity, and social responsibility.



Goal 1

Reduce the environmental footprint of municipal operations, assets, and facilities. Evaluate and improve City facilities to ensure they are resilient to hazards and vulnerabilities and can be a resource to the public.

Goal 2

Provide outreach, incentives, and policies that encourage behavior change and support sustainability for the community. Reduce barriers that prevent the community from reducing their resource dependency on fossil fuels, water, energy, and waste.

Goal 1

Reduce the environmental footprint of municipal operations, assets, and facilities. Evaluate and improve City facilities to ensure they are resilient to hazards and vulnerabilities and can be a resource to the public.







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Reduce the environmental footprint of municipal operations, assets, and facilities. Evaluate and improve City facilities to ensure they are resilient to hazards and vulnerabilities and can be a resource to the public.

FOCUS AREA	
ENERGY	o Continue to provide sufficient 100% renewable energy to DME customers. o Track and reduce municipal government energy consumption through demand reduction in both new construction and building retrofits. o Review Facilities Management policies and best practices to ensure they are in line with resource efficiency goals o Enhance energy efficiency standards for new construction o Investigate SolarApp+ to expedite the permitting process for code-compliant residential rooftop photovoltaic installations o Explore alternative incentives such as property tax exemptions for residents who install renewable energy systems and battery storage at their primary residence o Update and implement the City resource conservation policy o Evaluate the inclusion of on-site renewable energy systems for new and appropriate existing facilities
WATER/WASTE WATER	o Track and reduce municipal government water consumption through efficient fixtures, smart controls, and best practices o Identify new areas to extend reclaimed water lines to provide access to new city users o Modify City code to require small and large development projects to connect to the reclaimed water line where available o Investigate Direct Potable Reuse, Indirect Potable Reuse, and Reuse Aquifer Storage Recovery (ASR) o Maximize use of site-produced Renewable Natural Gas (RNG) o Maintain Integrated Stormwater Management (ISWM) Silver Level o Update and implement the resource conservation policy o Explore rainwater capture and greywater reuse at City facilities
MATERIALS MANAGEMENT	o Complete the Landfill Gas to Energy (LFGE), which will allow the Landfill to harness methane to produce Renewable Natural Gas (RNG) o Expand food waste and organics collection programs to schools and universities o Maximize diversion opportunities at City Facilities o Update and implement the resource conservation policy

Goal 1

Reduce the environmental footprint of municipal operations, assets, and facilities. Evaluate and improve City facilities to ensure they are resilient to hazards and vulnerabilities and can be a resource to the public.

FOCUS AREA	
AIR QUALITY	o Replace fossil fuel-powered equipment with electric options where feasible within municipal operations and facilities. o Create a dashboard and ensure Denton air quality monitor data is readily available to the public o Review City policies and alternative employee work schedules that can reduce the City of Denton's emission levels during ozone season o Participate in the North Central Texas Council of Governments Air Quality Programs o Evaluate and enforce air quality policies for City fleet and equipment (anti-idling and ozone action day restrictions)
TRANSPORTATION	o Reduce fossil fuel dependency in municipal fleet and operations, where possible, and opt for alternative fuel vehicles where feasible (Dependent on market availability and vehicle allocation) o Update Clean Fleet policy o Partner with Economic Development to seek new businesses and work with existing that will install alternative fueling stations o Identify and reduce barriers for private businesses to be able to build EV charging stations within the City
LAND USE	o Encourage redevelopment of infill areas by reducing barriers in the Denton Development Code o Explore reductions/exemptions on impact fees. o Assess barriers to housing in the Downtown core, such as multifamily and townhome development o Complete the Citywide Parking Study to explore opportunities to reduce parking minimums o Adopt the most up-to-date building codes and evaluate current rating systems (i.e. EnergyStar, LEED, etc.) o Conduct a tree canopy assessment to inform revision of the Urban Forest Master plan to set attainable tree canopy goals or identify with Parks & Rec green space where invasive species can be removed and replaced with native grasses that effectively sequester carbon o Continue to pursue Bee City USA, Monarch City USA, Mayor's Monarch Pledge, and Bird City Certification Programs provide opportunities to build awareness of the benefits of pollinators, encourage native landscaping, and preservation of natural spaces.

Key performance indicators

Key Performance Indicators	Targets
Reduction system water loss	50 percent reduction in system water loss by 2050
Quantity of potable water used for City facilities	Decrease the quantity of potable water used for City facilities
Quantity of reclaimed water to potable used for irrigation at City facilities	Increase the quantity of reclaimed water to potable used for irrigation at City facilities
Quantity of reclaimed water to potable used at the bulk fill station by City accounts	Increase the quantity of reclaimed water to potable used at the bulk fill station by City accounts
Total municipal government energy consumption	5 percent reduction in total municipal government energy consumption
GHG Emissions – Municipal Government Operations (Metric Tons of Carbon Dioxide Equivalent)	Net-zero by 2050
GHG Emissions from Municipal Fleet	25 percent reduction by 2035
Annual Municipal Fleet Fuel Consumption	Reduce use of fossil fuels as a percentage of total fuel consumption
Number of Vehicles using Alternative Fuels (Hybrids, etc.) in Municipal Vehicle Fleet	Increase the number of Vehicles using Alternative Fuels within the Municipal Fleet
Number of fossil fuel miles traveled within Municipal Fleet	Reduce the number of fossil fuel miles traveled
Number of electric miles traveled within Municipal Fleet	Increase the number of electric miles traveled
Percentage of new light-duty vehicle purchases to be electric	30 percent by 2030
Report City of Denton Air Quality monitor data monthly	Yes or no
Net tons of material recycled at City Facilities	Increase net tons of material recycled at City Facilities

Goal 2

Provide outreach, incentives, and policies that encourage behavior change and support sustainability for the community. Reduce barriers that prevent the community from reducing their resource dependency on fossil fuels, water, energy, and waste.







Goal 2

Provide outreach, incentives, and policies that encourage behavior change and support sustainability for the community. Reduce barriers that prevent the community from reducing their resource dependency on fossil fuels, water, energy, and waste.

FOCUS AREA	
ENERGY	o Support energy efficiency and building envelope improvement in existing residential structures through rebates, audits, workshops, resources, and other tools such as weatherization kits o Track distribution of rebates, audits, and weatherization kits within the community to be able to quantify energy consumption and reduction o Attend community events to provide information to residents on best practices and provide tools to reduce energy consumption through weatherization, unplugging devices, installing Energy Star certified appliances, and local/federal energy efficiency incentives
WATER/WASTE WATER	o Provide water audits, irrigation evaluations, and other water conservation incentives o Increase the number of conservation workshops/classes, i.e., rain barrel, DIY irrigation tune-ups, and low water use landscaping o Attend community events to provide information to residents on best practices and provide resources to reduce water consumption through native planting, xeriscaping and irrigation type and scheduling
MATERIALS MANAGEMENT	o Provide recycling audits for Solid Waste and Recycling customers to encourage proper disposal o Host more Batteries, Oil, Paints, and Antifreeze (BOPA) events in collaboration with community organizations, Homeowners Associations (HOAs) o Partner with nonprofits, vendors, or organizations to accept material considered non-programmatic o Create a map as an additional resource for local drop-off locations to divert material o Identify and pilot additional diversion opportunities at university move-outs o Attend community events to share information about programmatic material, contaminants, and other diversion opportunities such as Home Chemical Collection, yard waste program, composting at home, and donating locally

Goal 2

Provide outreach, incentives, and policies that encourage behavior change and support sustainability for the community. Reduce barriers that prevent the community from reducing their resource dependency on fossil fuels, water, energy, and waste.

FOCUS AREA	
AIR QUALITY	o Intertwine air quality programming into workshops, classes, and events o Provide resources for residents to stay informed on the Air Quality Forecast o Incentivize residents' use of electric-powered lawn equipment o Evaluate opportunities to incentivize commercial electric-powered lawn equipment o Provide an interactive air quality dashboard with guidance on utilization
TRANSPORTATION	o Offer alternative transportation education, and familiarize residents understanding of how to get around Denton using public transit, biking, or walking o Track distribution of EV and Ebike rebates within the community o Partner with Denton Independent School District (DISD) to support Safe Routes to Schools o Provide resources to encourage the safe use of active transportation o Track public transit ridership within the City of Denton around events and on off-peak times
LAND USE	o Provide outreach education through workshops, the Emily Fowler Seed Library, and other outlets to be able to inform residents about native wildlife, invasive species, and pollinator gardens o Establish a program to continue to encourage backyard and community gardening within City limits such as providing tours of community gardens o Equip residents with best practices for tree care, and look at opportunities to register their trees and new plantings o Launch a public facing dashboard showing the tree canopy of Denton o Work toward National Wildlife Federation's Community Wildlife Habitat Certification

Key performance indicators

INCENTIVES

Key Performance Indicators	Annual Targets
Percentage of funding depleted for Energy Efficiency rebates	100 percent of funding depleted for Energy Efficiency rebates
Percentage of funding depleted for Water rebates	100 percent of funding depleted for Water rebates
Percentage of funding depleted for EV/E-Bike rebates	100 percent of funding depleted for EV/E-Bike rebates
Percentage of funding depleted for Tree Rebates	100 percent of funding depleted for Tree Rebates

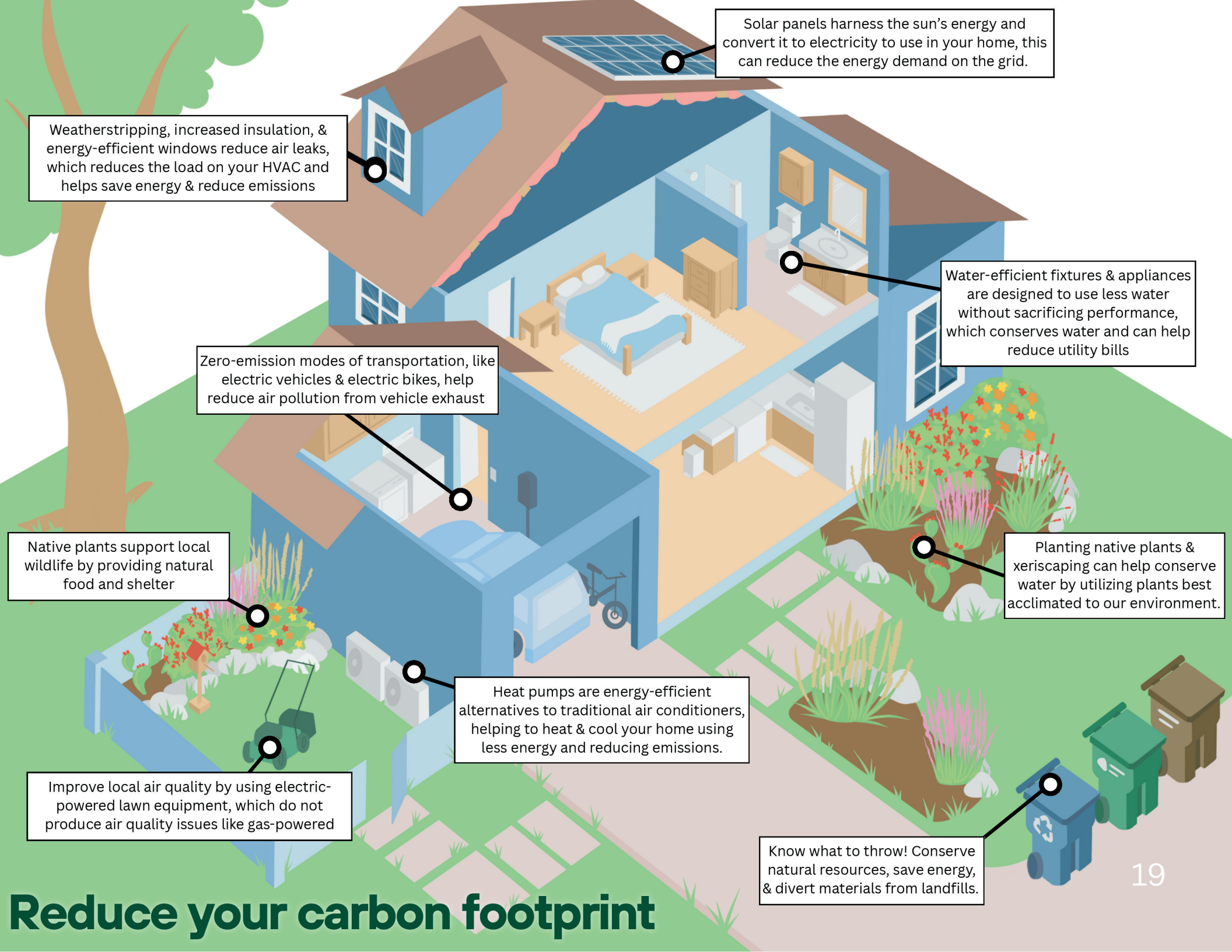
OUTREACH & EDUCATION

Key Performance Indicators	Annual Target (FY 23-24 baseline)
Number of Participants in Water Outreach Programs (Audits and Classes)	5 percent increase of the number of participants engaged in water outreach programs
Number of Participants in Energy Outreach Programs (Audits and Classes)	5 percent increase in the number of participants engaged in energy outreach programs
Number of Participants in Materials Management Outreach Programs	5 percent increase in the number of participants engaged in Materials Management programs
Number of Participants in Air Quality Outreach Programs	5 percent increase of the number of participants engaged in Air Quality programs
Number of Participants in Alternative Transportation Outreach Programs	5 percent increase of the number of participants engaged in alternative transportation outreach programs
Number of Participants in Local Food Programs	5 percent increase of the number of participants engaged in local food programs
Number of Schools registered in the Denton Sustainable Schools Program	Increase the number of Schools registered in the Denton Sustainable Schools Program

Key performance indicators

ADDITIONAL COMMUNITY MEASURES

Key Performance Indicators	Targets
Reduction in summer water usage	Decrease water usage June 1 - September 30 (FY 23-24 baseline)
Percentage of reclaimed water to potable used by commercial businesses	Percentage of reclaimed water to potable used by commercial businesses
Quantity of reclaimed water used at the bulk fill station by commercial accounts	Increase the quantity of reclaimed water used at the bulk fill station by commercial accounts
Track Public Transit Ridership around Downtown events and during off-peak times	Yes or no
GHG Emissions – Community-wide per capita (Metric Tons of Carbon Dioxide Equivalent)	Reduce GHG emissions
Quantity of yard waste collected annually	Increase the quantity of yard waste collected annually
Quantity of Dyno Products purchased annually	Increase the quantity of Dyno Products purchased annually
Total Number of first-time users of Home Chemical Collection (HCC)	Increase the number of first-time users of Home Chemical Collection (HCC)
Total pounds of Household Hazardous Waste collected by Home Chemical Collection (HCC)	Decrease the pounds of Household Hazardous Waste collected by Home Chemical Collection from repeat customers
Number of facilitated take-back events for non-programmatic items	Increase the number of facilitated take-back events for non-programmatic items, a minimum of 1 quarterly
Number of certified wildlife habitats	Increase the number of certified wildlife habitats
Track the Number of Trees planted residentially	Yes or no
Track the Number of Trees planted at commercial and industrial development	Yes or no



Reduce your carbon footprint

THANK YOU



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City of Denton

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AGENDA INFORMATION SHEET

DEPARTMENT: Development Services, Finance

ACM: Christine Taylor

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the submission of an application to the U.S. Department of Transportation FY 2026 Safe Streets and Roads for All Grant Program funded by the Infrastructure Investment and Jobs Act (IIJA) in the amount of $9,600,000 and City's matching funds of $2,400,000 for road safety improvements and implementations in the City's Vision Zero Phase II Plan; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Support Healthy and Safe Communities.

BACKGROUND

The Infrastructure Investment and Jobs Act of 2021 authorized and appropriated $1 billion to the U.S. Department of Transportation (USDOT) for fiscal year 2024 for the Safe Streets and Roads for All (SS4A) grant program. The purpose of the SS4A grant program is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through the development, refinement, and implementation of safety action plans focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial operators.

The City of Denton Transportation Services is requesting $12 million ($9.6 million in federal funds and $2.6 million in local funds) for the 2026 SS4A grant program to improve road safety on certain city-maintained roads. This request is based on a Road Safety Audit conducted in collaboration with the North Central Texas Council of Governments (NCTCOG), which identified comprehensive road safety implementation elements on selected Denton corridors (Eagle Drive and Hickory Street as shown in Exhibit 3. This funding application includes implementations on the two corridors based on the Road Safety Audit recommendations.

The application request addresses the implementation of road safety enhancements in high-injury network areas, as outlined in the Vision Zero Action Plan; it also includes planning for safe routes to schools, updates to the ADA Transition Plan, and the development of a Denton transportation dashboard.

The implementation tasks for this funding request include:

1. **$5 Million for Implementation**
   Comprehensive Road Safety Improvements on Hickory Street and Eagle Drive
2. **$4 Million for Implementation of Construction-ready projects**
   Comprehensive Road Safety Improvements at Selected High-Injury Network Locations prioritized the Vision Zero Action Plan.
3. **$2 Million for Implementation of Additional Systematic Improvements**

This will include road safety enhancements at high-priority intersections

4. **$1 Million for Supplemental Planning Studies**
   This will include Safe Routes to School, ADA Transition Plan Update, and development of the Transportation Dashboard

Transportation Services staff will complete and submit the grant application, which is due to USDOT on May 26, 2026.

RECOMMENDATION

Staff recommends approval of the 2026 SS4A resolution.

FISCAL INFORMATION

Transportation Services is requesting $9,600,000 in funding assistance under the SS4A grant program. If awarded and accepted, the match will be budgeted in Fiscal Year 2027-28 to fulfill the 20% local match requirement of $2,600,000.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance
Exhibit 3 - Hickory and Eagle Drive Road Safety Audit Reports by the NCTCOG
Exhibit 4 - Vision Zero Action Plan Final Report

Respectfully submitted:
Farhan Butt, Ph.D., P.E., M. ASCE
Deputy Director, Transportation Services

Prepared By:
Sahar Esfandyari, Ph.D., AICP
Senior Transportation Planner

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION FY 2026 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM FUNDED BY THE INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) IN THE AMOUNT OF $9,600,000 AND CITY'S MATCHING FUNDS OF $2,400,000 FOR ROAD SAFETY IMPROVEMENTS AND IMPLEMENTATIONS IN THE CITY'S VISION ZERO PHASE II PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) authorized and appropriated $1 billion to be awarded by the U.S. Department of Transportation (USDOT) for the FY 2026 Safe Streets and Roads for All (SS4A) grant program, and

WHEREAS, the USDOT opened the FY 2026 SS4A grant program application on March 27, 2026, for implementation projects that will improve roadway safety by reducing and eliminating roadway fatalities and injuries through safety action plan development; and

WHEREAS, the City of Denton is eligible to apply as a political subdivision of a State defined as a unit of government under the authority of State law, including cities; and

WHEREAS, the SS4A grant program requires a twenty percent (20%) local matching share of eligible project costs, and the city's matching costs are estimated at $2,400,000, and

WHEREAS, the City has developed the necessary application materials and desires to make an application to the FY 2026 SS4A grant program; and

WHEREAS, grant applications are due on May 26, 2026; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals set forth above are found to be true and correct legislative and factual determinations of the City of Denton and are hereby approved and incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

SECTION 2. The application for the FY 2026 Safe Streets and Roads for All grant program is hereby authorized.

SECTION 3. The City Manager, or designee, is designated, delegated, and authorized to request grant funding under the USDOT FY 2026 SS4A grant program, including the submission of USDOT's application information and materials, and act on behalf of the City of Denton in all matters related to the grant application and any subsequent grant contracts and grant projects that may result.

SECTION 4. Should the project be funded, then the City of Denton shall comply with the requirements of the U.S. Department of Transportation.

SECTION 5. The City of Denton shall certify that the matching share for this program is readily available upon completion of the grant agreement.

SECTION 6. The project funds and any project-funded equipment and facilities will be used solely for the purposes for which they are intended under the grant.

SECTION 7. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by [_____] and seconded by [_____].

The Ordinance was passed and approved by the following vote [__ – __ – __]:

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Susan Keller
Digitally signed by Susan Keller
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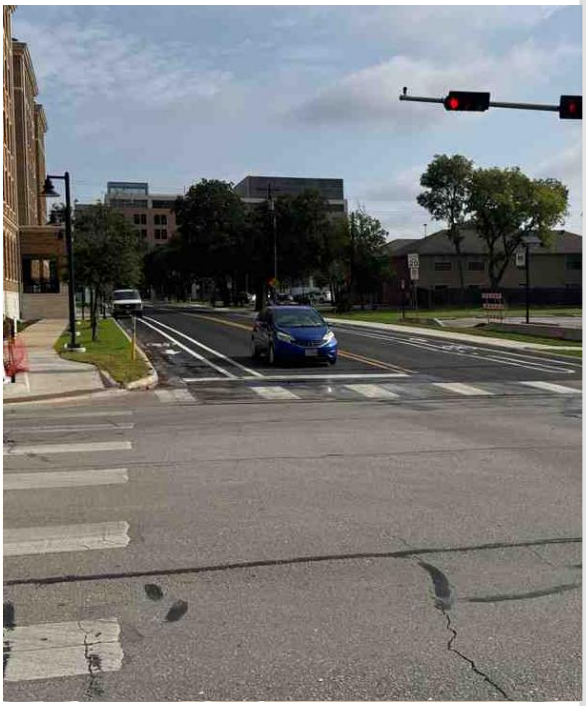



December 18, 2025

ROADWAY SAFETY AUDIT

Eagle Drive, from North Texas Boulevard to Bell Avenue

City of Denton

North Central Texas Council of Governments

CITY OF DENTON

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INTRODUCTION

NCTCOG Project Background

The North Central Texas Council of Governments (NCTCOG) identified high-injury corridors to conduct Road Safety Audits (RSAs) targeted by the NCTCOG Pedestrian Safety Action Plan (PSAP) and NCTCOG Roadway Safety Plan (RSP) within four core counties of the Dallas-Fort Worth metropolitan region (Collin, Dallas, Denton, and Tarrant Counties).

In 2023, the NCTCOG was awarded a planning grant from the United States Department of Transportation FY23 Safe Streets and Roads for All (SS4A) competitive grant program. The grant funding allows for conducting additional detailed planning for targeted high-injury corridors reflected in the RSP and PSAP. In addition, these planning tasks include in-depth data collection such as updated traffic/user counts (all mode types), utility impact identification, lighting conditions, accessibility, pavement markings/signage inventory, parking facilities/behaviors, vehicle speeds, traffic signal/equipment conditions/performance, transit stops/operations, and various roadway asset characteristics.

As a result of the SS4A funding, an RSA was conducted for Eagle Drive, spanning from North Texas Boulevard to Bell Avenue. The corridor location and limits are shown in **Figure 1**.

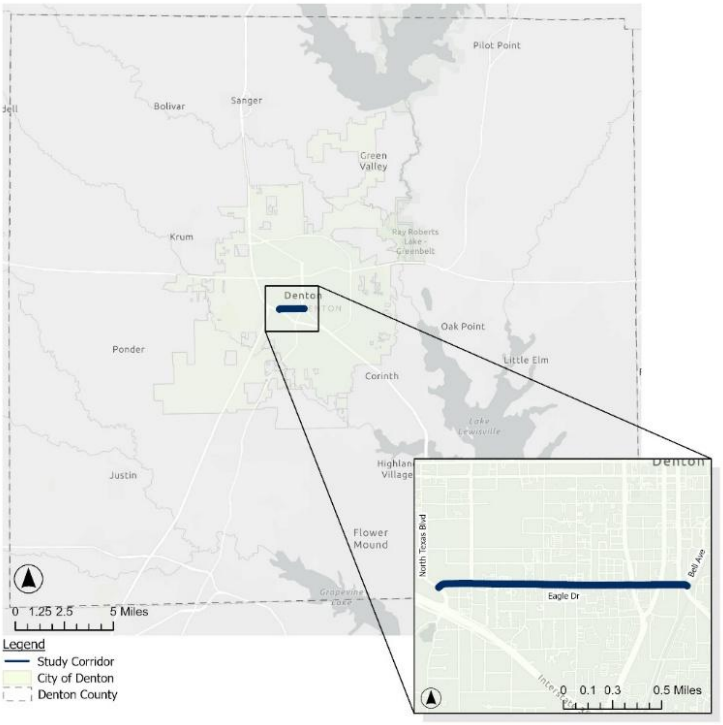

Figure 1 – Eagle Drive Location Map

RSA PROCESS AND APPROACH

The Federal Highway Administration (FHWA) established the roadway safety audit process to improve the overall safety performance of roadways. A Road Safety Audit (RSA) is the formal examination of an existing or proposed road or intersection by an independent, multidisciplinary team. The RSA qualitatively estimates and reports on potential road safety issues and identifies opportunities for improvements in safety for all road users (vehicles, pedestrians, bicycles, and transit). The RSA process involves an 8-step process, which is defined below.

- **Step 1: Identify Project**
  - **Process:** To identify the existing road to be audited and to set the parameters for the RSA.
  - **Approach:** NCTCOG, along with other stakeholders, developed a Pedestrian Safety Action Plan (PSAP) and a Roadway Safety Plan (RSP), which identified corridors around the metroplex with the highest fatal or serious injury crashes. Eagle Drive was identified as a high-injury corridor in the Pedestrian Safety Action Plan.
- **Step 2: Select RSA Team**
  - **Process:** A multidisciplinary team was formed to conduct a road safety audit.
  - **Approach:** The RSA Team included the following members:

City of Denton
- Sahar Esfanyari
- Mohammad Shalbak
- James Andrews
- Ashley Ekstedt
- Rakib Alam
- Justin Stackhouse

NCTCOG
- Christopher Nelson

Kimley-Horn
- Brendan Yarborough
- Brian Shamburger
- Raul Orozco

- **Step 3: Pre-Audit Meeting**
  - **Process:** The objective of the pre-audit meeting is to set the context for the RSA by bringing together the project owner, the design team, and the audit team to discuss its scope and review all the information available.
  - **Approach:** The pre-audit meeting was held at the City of Denton Development Services Center in Training Room Four on Friday, July 11, 2025. The consultant team reviewed the RSA process, provided an overview of the desktop evaluation of the corridor (see Corridor Mobility Map **Figure 2**), and provided an overview of the crash history (see Crash History Strip Map **Figure 5**).

- **Step 4: Perform Field Reviews**
  - **Process:** A field review was conducted to gain insight into existing road conditions and to identify safety concerns.
  - **Approach:** The RSA team performed the field review on Wednesday, July 16, 2025. The field review began at 8 a.m., starting at the intersection of Carroll Boulevard and Eagle Drive. The team conducted the post-audit meeting on-site directly following the field review. Observations made during the field review, such as infrastructure deficiencies and driver behavior, were noted. A nighttime site visit was also conducted on Tuesday, September 9, 2025, at 8:00 p.m. The goal of the nighttime site visit was to identify deficiencies in lighting, striping/signage visibility, and other factors.
- **Step 5: Analyze and Report Findings**
  - **Process:** Analyze and prepare an RSA report to succinctly report the findings of the audit team through the identification and prioritization of safety issues. Recommendations are then made to reduce the degree of risk.
  - **Approach:** The consultant team summarized all notes from the field review into a table with potential recommended countermeasures. The Recommendations Table for this corridor can be found in **Table 3** alongside the Recommendations Table, the consultant team created Recommendations Summary Exhibits, which visually displays all countermeasures listed in the Recommendations Table on a map for ease of reference (see **Figure 25**).
- **Step 6: Present Findings to Owner**
  - **Process:** The audit findings are presented to the project owner and design team to report the key results of the audit.
  - **Approach:** The consultant team sent the Recommendations Summary Exhibit and Table to the rest of the RSA Team for review on Friday, August 29, 2025, two weeks before the RSA Follow-Up Meeting on Wednesday, September 10, 2025. During the RSA Follow-Up Meeting, the consultant team reviewed the Recommendations Summary Exhibit with the RSA Team and provided a brief overview of potential countermeasures. Through feedback received during and after this meeting, the team revised the Recommendations Summary Exhibit and Table.

- **Step 7: Prepare Formal Response**
  - **Process:** The project owner prepares a written response to the final RSA report.
  - **Approach:** After the RSA report has been completed, the project owner should review the report and formally respond with what actions the project owner will take with respect to each safety concern listed in the report. To build support for the findings and the overall RSA process, the RSA findings may be presented in a public meeting, or the report could be made available to the public. The timeframe for responding to this request and making the information public may vary for each agency.
- **Step 8: Incorporate Findings**
  - **Process:** Incorporate findings into the project when appropriate.
  - **Approach:** After the response to the RSA report is prepared, the project owner should work to implement the agreed-upon safety measures or create an implementation plan. Implementation of the suggested measures is at the discretion of the project owner and appropriate staff based on their project schedules and available funds.

EXISTING CORRIDOR CONDITIONS

Eagle Drive, located between North Texas Boulevard and Bell Avenue, lies within the borders of Denton, near the University of North Texas. Between North Texas Boulevard and Carroll Avenue, the corridor is a three-lane undivided roadway with a center turn lane and bike lanes on both sides of the corridor, along with four- to five-foot wide sidewalks. There are some portions of this segment with missing sidewalk, primarily on the north side of the corridor. Between Carroll Avenue and Bell Avenue, the corridor is a four-lane, undivided roadway with four- to five-foot wide sidewalks along both sides. The corridor provides connectivity to major roadways, including IH-35 to the west and Bell Avenue to the east.

As shown in **Figure 2** below, this section of Eagle Drive has a mix of commercial and residential land uses. Additionally, this corridor provides direct access to the University of North Texas.

Eagle Dr - Denton, TX
Corridor Mobility

Project Background

NCTCOG and City of Denton are committed to end traffic deaths and serious injuries. City of Denton, NCTCOG and Kimley-Horn are partnering to conduct a Roadway Safety Audit along Eagle Drive, diagnose safety issues, and recommend countermeasures. This corridor is part of the Vision Zero Plan that aims to improve high injury networks.

Corridor: Eagle Dr
Begin Point: North Texas Blvd
ADT: 8,000-10,300
City: Denton
End Point: S Bell Ave
TxDOT Status: Partially
County: Denton
Length (miles): 1.27
Speed Limit: 30 mph

Multi-Modal Elements: sidewalks, on-street bike lanes, bus stops



Figure 2 – Corridor Mobility Map

Data Collection

As part of the RSA, speed counts, traffic counts, and crash data (collected from 2020 to 2024) for the corridor were collected and analyzed. 24 hours of speed data and bi-directional tube counts were collected on Eagle Drive on Wednesday, August 27, 2025. Peak-hour turning movement counts (TMCs) were collected on the same day at the intersection of Bell Avenue (Dallas Drive). Crash data was obtained from TxDOT's Crash Records Information System (CRIS) for all crashes along the corridor that occurred between 2020 and 2024.

Speed Data

Vehicle speed data was measured using tube counters (between Kendolph Street and Avenue C) over 24 hours on August 27, 2025. While the speed limit on the corridor is 30 mph, speed count data showed the 85th percentile speed of 31 mph. **Figure 3** shows the speed data grouped into 5 mph increments. The raw dataset can be found in **Appendix A**.

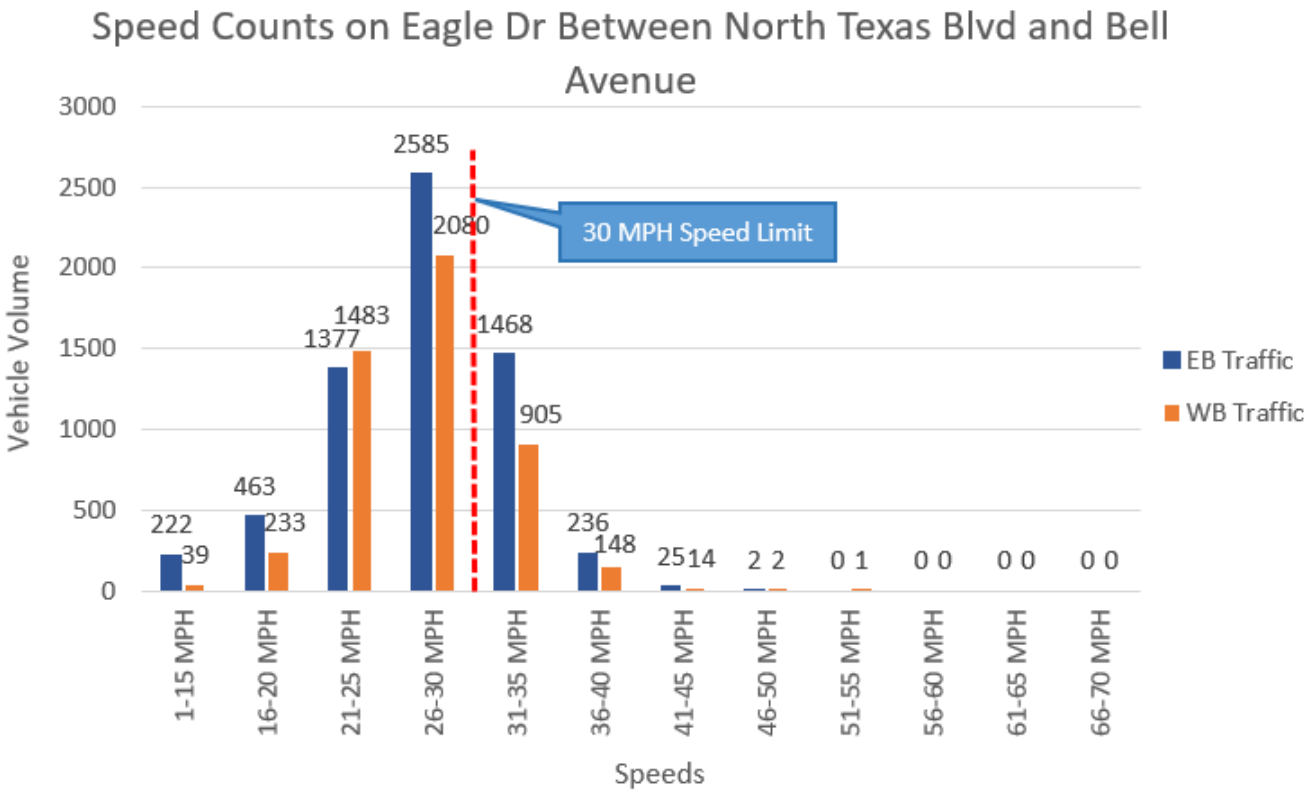

Figure 3 – Speed Counts on Eagle Drive

Traffic Counts

A turning movement count (TMC) was collected for the signalized intersection at Bell Avenue (Dallas Drive) and Eagle Drive during both the AM and PM peak hours. TMCs were taken at this intersection specifically to gather a better understanding of the existing volumes and turning movements. The intersection of Bell Avenue (Dallas Drive) and Eagle Drive was one of the highest-crash intersections, in part due to its unusual geometry. Aside from better understanding the existing conditions at the intersection, TMCs were collected to aid in determining the feasibility of alternative intersection control options, such as replacing the southbound right-turn yield with a stop sign. The AM and PM peak hour counts are summarized in **Figure 4**. The raw counts are included in **Appendix A**.

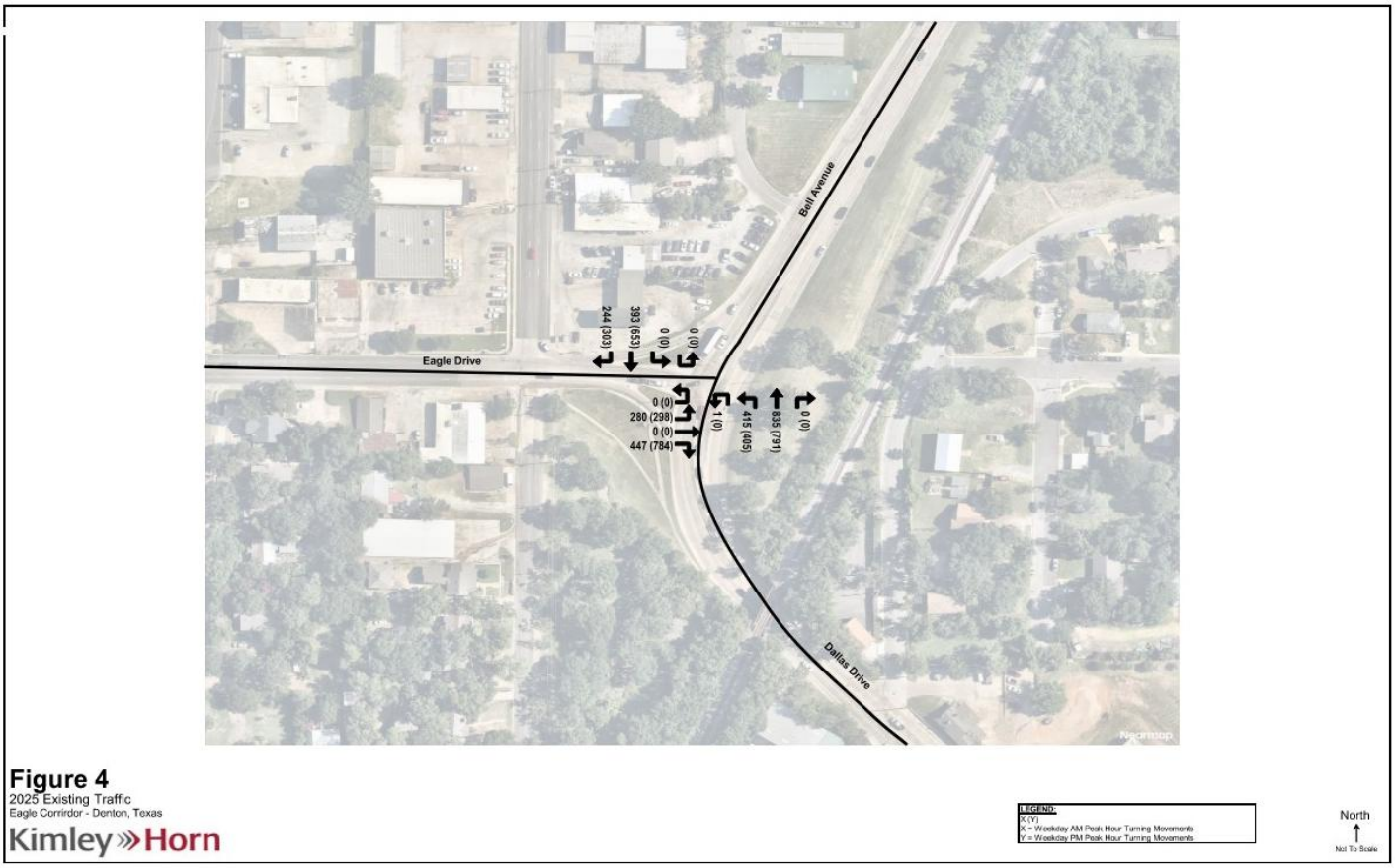

Figure 4 – 2025 Existing Traffic Volumes

Crash Data

The corridor experienced 294 crashes during the study period (2020–2024). Of the 294 crashes, approximately 21% resulted in an injury crash (KAB). There were no fatal injury crashes (K) in the corridor during this period; however, there were six (6) serious injury crashes (A) and 57 minor injury crashes (B). While these crashes span throughout the entire corridor, the majority of KAB crashes occur at Fort Worth Drive/Elm Street, as shown in **Figure** 5. As part of the Roadway Safety Audit, crash narratives for all suspected serious injury crashes that occurred in the corridor during the study period were acquired from NCTCOG. Crash narratives are essential in determining safety countermeasures for roadways by providing specific details on why and how a crash occurred. All crash narratives for suspected serious injury crashes on this corridor are in **Appendix B**.

While, on average, this corridor experienced fewer severe crashes compared to the overall County average, it had a higher-than-average number of minor injury crashes, particularly those involving vulnerable road users, such as bicyclists and pedestrians. **Table 1** indicates that pedestrian and bicyclist crashes are more prevalent on this corridor compared to the County average. Specifically, both bicycle and pedestrian crashes are at least twice the County average. Although the corridor is multimodal, the number of crashes involving vulnerable road users indicates there is a need to identify issues and improve pedestrian and bicyclist facilities along the corridor.

As shown in **Figure 5**, the top manner of collision was “Opposite Direction One-Straight One Left Turn” crashes. These refer typically involve a vehicle traveling straight colliding with another vehicle turning left. Opposite Direction crashes accounted for approximately 36% of all crashes. The contributing factor “Failed to Yield Right-of-Way – Turning Left” is more than twice the county average. The second most common type of crash on the corridor is “Angle” crashes, accounting for approximately 24% of crashes. These crashes are more common in corridors like Eagle Drive due to the high density of intersections and driveways along the corridor. Proposed countermeasures should focus on addressing issues contributing to the cause of opposite direction and angle crashes.

A contributor of opposite direction crashes is typically insufficient lighting, as it can lead to decreased visibility, resulting in unsafe turning movements. On the corridor, approximately 33% of the crashes happened in dark conditions, the majority being in ‘Dark – Lighted’ conditions. This means that some form of lighting was present at the location of the crash. With approximately one-third of the crashes occurring in dark conditions, there is a need to evaluate the existing lighting on the corridor. As shown in **Table 1**, the intersections on the corridor experience higher-than-average numbers of crashes in dark conditions.

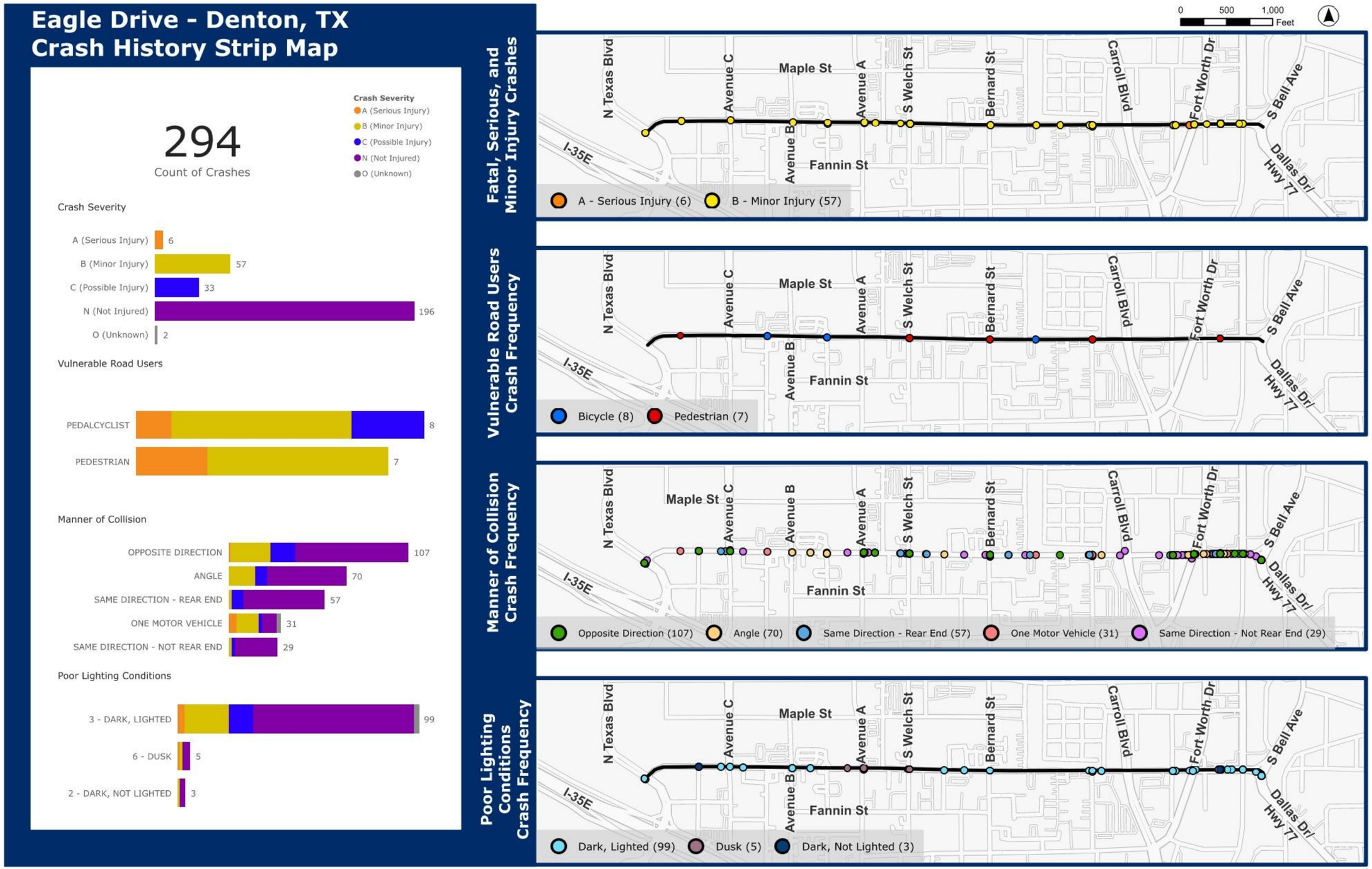

Figure 5 – Crash History Strip Map

Table 1 – Intersection Crash Comparison Table by Crash Type

Eagle Dr. in Denton, TX

Table 1 - Corridor Comparison Table

Limits: North Texas Blvd. to Bell Ave.

Legend

XX Indicates when a value is above average for the county

XX Indicates when a value is 2 times above average for the county



Category	Attributes	Denton County Average (Percent & Count)		Eagle Dr. Corridor	A. North Texas Blvd.	B. Kendolph St.	C. Avenue C	D. Collier St.	E. Avenue B	F. McCormick St.	G. Avenue A	H. Welch St.	I. Bernard St.	J. Cleveland St.	K. Carroll Blvd.	L. Myrtle St.	M. Elm St.	N. Locust St.	O. Bell Ave.
		100.0%	65,089	294	5	4	5	1	2	2	17	21	10	6	1	9	126	11	18
Crash Severity	K - Fatal	0.4%	266	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	A - Incapacitating Injury	2.2%	1,404	6	0	0	0	0	0	0	0	3	0	0	0	0	1	0	0
	B - Non-Incapacitating Injury	11.2%	7,267	57	1	0	1	0	1	1	5	3	2	3	0	2	29	1	0
	C - Possible Injury	13.3%	8,656	33	1	0	1	1	0	0	1	1	2	0	1	1	19	1	0
	N - Not Injured	68.0%	44,262	196	3	4	3	0	1	1	11	14	6	3	0	6	77	9	18
	99 - Unknown	5.0%	3,234	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First Harmful Event	Motor Vehicle In Transport	73.8%	48,015	263	5	3	5	0	2	1	17	17	9	3	1	9	120	11	17
	Fixed Object	14.9%	9,670	10	0	1	0	0	0	0	0	1	0	1	0	0	0	0	1
	Parked Car	7.7%	5,016	5	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
	Overturned	1.0%	667	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Pedestrian	1.0%	651	7	0	0	0	0	0	0	0	2	1	1	0	0	2	0	0
	Pedalcyclist	0.6%	395	8	0	0	0	1	0	1	0	1	0	0	0	0	4	0	0
Light Conditions	Daylight	69.6%	45,300	186	2	3	4	1	1	2	7	17	8	4	1	8	77	9	7
	Dark (Lighted/Not Lighted/Unknown Lighting)	27.0%	17,602	103	3	1	1	0	1	0	7	3	2	2	0	1	48	2	11
	Dawn/Dusk	2.7%	1,758	5	0	0	0	0	0	0	3	1	0	0	0	0	1	0	0
Manner of Collision	One Motor Vehicle - Going Straight	19.3%	12,565	18	0	1	0	1	0	0	0	1	0	1	0	0	3	0	0
	Same Direction - One Straight-One Stopped	13.6%	8,846	37	1	0	1	0	0	0	2	2	2	0	1	2	12	1	5
	Same Direction - Both Going Straight-Rear End	11.3%	7,352	20	0	0	0	0	0	0	1	3	1	1	0	1	2	0	1
	Same Direction - Both Going Straight-Sideswipe	11.2%	7,281	18	0	0	0	0	0	0	0	0	0	0	0	0	5	0	2
	Angle - Both Going Straight	10.5%	6,857	41	0	0	2	0	1	5	5	3	0	0	4	13	6	0	
	Opposite Direction - One Straight-One Left Turn	9.4%	6,140	104	3	2	1	0	0	0	6	5	2	0	2	0	75	1	4
	Angle - One Straight-One Left Turn	5.7%	3,698	15	0	1	0	0	2	0	0	1	1	0	0	0	3	0	2
	Angle - One Straight-One Right Turn	3.0%	1,945	10	0	0	0	0	0	0	3	0	0	0	0	0	4	0	2
	Same Direction - One Straight-One Right Turn	1.2%	798	9	1	0	1	0	0	0	0	1	0	2	0	0	1	1	0
Contributing Factor	Failed To Control Speed	24.5%	15,958	42	1	1	0	1	0	0	2	3	0	1	0	2	13	1	4
	Driver Inattention	13.2%	8,573	45	2	2	0	0	1	1	6	7	2	1	0	0	12	2	2
	Failed To Yield Right Of Way - Turning Left	9.2%	5,962	85	0	2	1	0	0	0	6	5	2	0	0	3	60	1	1
	Changed Lane When Unsafe	8.3%	5,422	17	0	0	0	0	0	0	0	0	0	0	0	1	5	0	3
	Failed To Drive In Single Lane	5.3%	3,448	7	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
	Unsafe Speed	4.6%	2,997	6	0	0	0	0	0	0	0	1	1	0	0	0	2	0	0
	Disregard Stop and Go Signal	3.8%	2,473	20	2	0	2	0	0	0	0	3	0	0	0	0	12	0	1
	Followed Too Closely	3.2%	2,114	16	1	0	0	0	0	0	0	3	1	2	0	0	1	1	1
	Disregard Stop Sign or Light	2.2%	1,460	18	0	0	0	0	0	1	5	1	2	0	0	0	9	0	0
	Other (Explained in Narrative)	8.2%	5,310	26	0	0	0	0	0	0	2	2	1	1	0	0	8	3	3
	None	3.6%	2,339	4	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0

KA Crashes

Between 2020 and 2024, Eagle Drive had six (6) serious injury (A) crashes. During the study period, there were two (2) crashes involving pedestrians and one (1) involving a bicyclist that resulted in suspected serious injury. A complete list of all of KA crashes, along with their crash ID, manner of collision, and other information, is listed below in **Table 2**.

As part of the Roadway Safety Audit, crash narratives for all fatal and serious injury crashes that occurred on the corridor during the study period were acquired from NCTCOG. Crash narratives are essential in determining safety countermeasures for roadways by providing specific details on why and how a crash occurred. All crash narratives for fatal and serious injury crashes on this corridor are in **Appendix B**.

Table 2 – KA Crash Descriptions

Crash ID	Crash Severity	Date & Time	Location	Involved Units	Contributing Factors	Manner of Collision	Weather Condition	Light Condition	Description
17876946	A - Serious Injury	Sep 23, 2020; 2:43 PM	Eagle Dr & Carroll Blvd	Vehicle & Pedestrian	Pedestrian Failed To Yield Right Of Way To Vehicle	One Motor Vehicle - Going Straight	2 - Cloudy	1 - Daylight	Unit 1 was traveling southbound in the 800 Block of S. Carroll Blvd in the right lane. Unit 2, a pedestrian, was traveling westbound on Eagle Dr in a market crosswalk. Unit 2 was running across the intersection and did not utilize the crossing signal button to activate a safe crossing. Unit 2, as a pedestrian, failed to yield right of way to a motor vehicle (Unit 1). Unit 2 ran into the path approaching Unit 1. Unit 1's FC struck Unit 2. Unit 2 then impacted the right side of the front windshield of Unit 1. Unit 2 grazed the right side of Unit 1 becoming airborne until coming to rest in the right lane of S Carroll Blvd.
19026603	A - Serious Injury	July 22, 2022; 3:45 AM	Segment Crash	Vehicle Only	Failed to Drive in Single Lane; Under Influence - Alcohol	One Motor Vehicle - Going Straight	1 - Clear	3 - Dark, Lighted	Unit 1 was traveling northbound in the 100 block of Dallas Dr (US 77). Unit 1 failed to drive in single lane when coming into a curve in the roadway. Unit 1 struck a raised curbline for a median. Unit 1 continued out of contrl and struck a curb line on the opposite side of the roadway. The driver of Unit 1 was thrown from the motorcycle coming to rest adjacent to the sidewalk for S Bell Ave. Unit 1 continued north another approx. 30 ft before coming to rest. Driver of Unit 1 was founf to be intoxicated and was charged with driving while intoxicated.
19066694	A - Serious Injury	Aug 17, 2022; 7:37 AM	Eagle Dr & S Welch St	Vehicle & Bicyclist	Failed To Yield Right go Way - Turning Left	One Motor Vehicle - Turning Left	1 - Clear	1 - Daylight	Unit 1 was westbound in the 1100 block of W Eagle Drive in the left turn lane. Unit 2 was eastbound in the 1000 block of W eagle Drive in the bicycle lane. Driver of Unit 1 stated that she had a green light and observed a pedestrian crossing in the crosswalk westbound. After pedestrian was clear, Unit 1 began to make the turn and collided with Unit 2. Rider of Unti 2 stated that she was traveling westbound on W Eagle Drive in the bike lane approaching the intersection with Welch. Rider of Unit 2 stated that the traffic light turned green and they began to enter the intersection and was struck by Unit 1. Driver of Unit 1 failed to yield the right of way while turning left.
19189757	A - Serious Injury	Oct 24, 2022; 11:14 PM	Eagle Dr & S Welch St	Vehicle & Pedestrian	Failed to Yield Right of Way - To Pedestrian; Pedestrian Failed to Yield Right of Way to Vehicle	One Motor Vehicle - Going Straight	3 - Rain	6 - Dusk	Unit 1 was headed eastbound on W Eagle Drive crossing S Welch St. Unit 2 was walking on the eastern crosswalk of the intersection crossing from the north side to the south side of the street. Unit 1 struck Unit 2 while she was almost all the way across the intersection. Unit 1 claims he had a green light. Unit 2 claims she had a walk sign.
20113091	A - Serious Injury	April 03, 2024; 11:53 PM	Segment Crash	Vehicle Only	Under Influence - Alcohol; Other (Explain in Narrative)	One Motor Vehicle - Going Straight	1 - Clear	3 - Dark, Lighted	Unit 1 traveled westbound on W Eagle Drive in the 1900 block of W Eagle Drive the operator lost control of the Unit 1 laying the motorcycle down on the left side. The driver and passanger became separated from Unit 1 as Unit 1 continued to travel westbound and came to rest in the grass area near the sidewalk. The dirver and passenger were also located off the roadway in the grass area noth of Eagle Drive. There were fresh skid marks leading straight into the curb at the point of impact. W Eagle Drive is eastbound lane, and one center turning lane. No other units were involved.
20512218	A - Serious Injury	Nov 19, 2024; 11:56 PM	Eagle Dr & S Welch St	Vehicle Only	Failed To Yield Right Of Way - Turning Left	Opposite Direction - One Straight-One Left Turn	1 - Clear	3 - Dark, Lighted	Unit 1 was traveling eastbound on the 1100 block of Eagle Drive while Unit 2 traveled westbound on 100 block of Eagle Drive. Unit 1 failed to yield right of way and attempted to turn northbound onto the 800 of Welch Street. This resulted in the collision of both vehicles. The light was green for both east and westbound traffic with no green arrow.

Other Studies and Designs

Future developments, ongoing projects, and planned projects for the corridor were obtained and reviewed by the RSA team to ensure that audit recommendations aligned with current and future plans. Several key initiatives are underway that impact the study area.

The City of Denton has plans to replace six traffic signals within its city limits due to aging infrastructure. Those intersections include some that are within the Eagle Drive corridor limits, which are at the cross streets of Fort Worth Drive/Elm Street, Bell Avenue, and Bernard Street. These projects are currently not funded, but the city is seeking funding. The intersection of Eagle Drive and Avenue A is currently undergoing construction for improvements to pedestrian equipment. This would also be an opportunity to upgrade existing signals.

The City of Denton performed a study (3 to 4 years ago) at Eagle Drive and Bell Avenue to determine if a roundabout is feasible. The study concluded that a three-lane roundabout would not accommodate bike and pedestrian mobility and would require additional right-of-way. Therefore, the proposed roundabout would not be feasible at the intersection. Instead, other improvements to the existing intersection would be recommended.

The City of Denton has plans to improve drainage on Eagle Drive at Elm Street. These improvements will remove structures from the 100-year floodplain, thereby alleviating flooding in the area.

FIELD OBSERVATIONS

In-field observations were conducted to gain a deeper understanding of the existing conditions and their impact on crash history. Observations were made through walking and driving the corridor, both during daylight and nighttime, to obtain an accurate representation of lighting conditions in these scenarios. Data from the field observations was collected through the ArcGIS Field Maps app and paper notes filled out by the RSA Team. Field notes and photos were logged in the mobile app to geo-tag the field observations to the correct locations. The observations were used to create recommendations that fall into one of four categories: corridor-wide, intersection, segment, or spot recommendations. In this report, only the most common observations are included; however, all observations related to the recommended countermeasures are listed in the Recommendations Table.

General Observations

During the in-field visit, safety deficiencies were observed in the corridor, including faded pavement markings, sidewalk gaps (areas where the sidewalk is missing), overgrown vegetation, bus stops in need of improvement, and insufficient lighting. Pavement markings, such as lane markings, stop bars, and crosswalks, were faded in places. Faded pavement markings, such as those shown in **Figure 6**, can confuse drivers, especially at night, when it is difficult to see the division between lanes.



Figure 6 – Example of Faded Pavement markings



Figure 7 – Example of Sidewalk Gaps

Sidewalks are not present along both sides of the corridor, although many sections have an obvious desired pedestrian path, as shown in **Figure 7**, which shows a demand for a sidewalk. The sidewalk gaps provide very little comfort for pedestrians along the corridor, as some of the pedestrian crossings are not connected through sidewalks.

Overgrown vegetation is infringing on sidewalks, warning signs, and lighting in several places along the corridor. The vegetation is interfering with the pedestrian's path as well as obstructing the view of warning signs and blocking lighting. This leads to uncomfortable situations for pedestrians, as shown in **Figure 8** and poor sight distance for vehicles on the roadway.

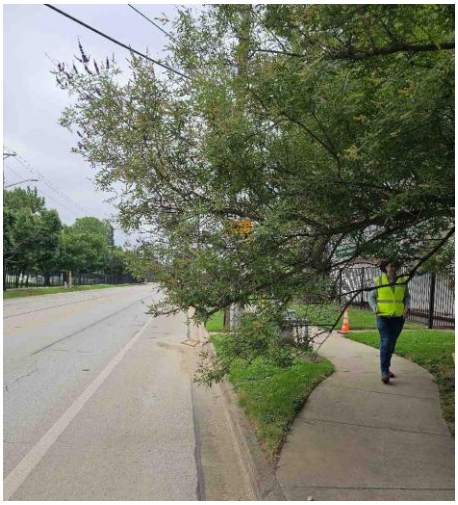

Figure 8 – Example of Overgrown Vegetation

This section of Eagle Drive features several bus stops along the corridor. The existing bus stops are only bus stop signs with no bus pads or shelters, which do not provide accessibility for riders, as shown in **Figure 9**.

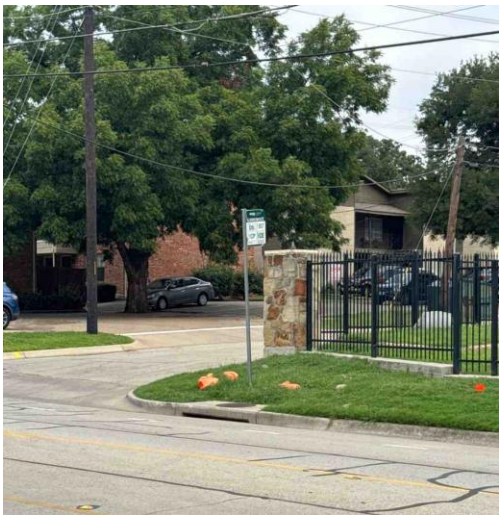

Figure 9 – Example of Existing Bus Stop

Insufficient lighting exists on one side of the corridor for the entire duration of the corridor. During the nighttime site visit, it was apparent that the existing luminaires do not provide sufficient lighting for the corridor, resulting in poor driver visibility. **Figure 10** shows a section of the corridor that is missing lighting.

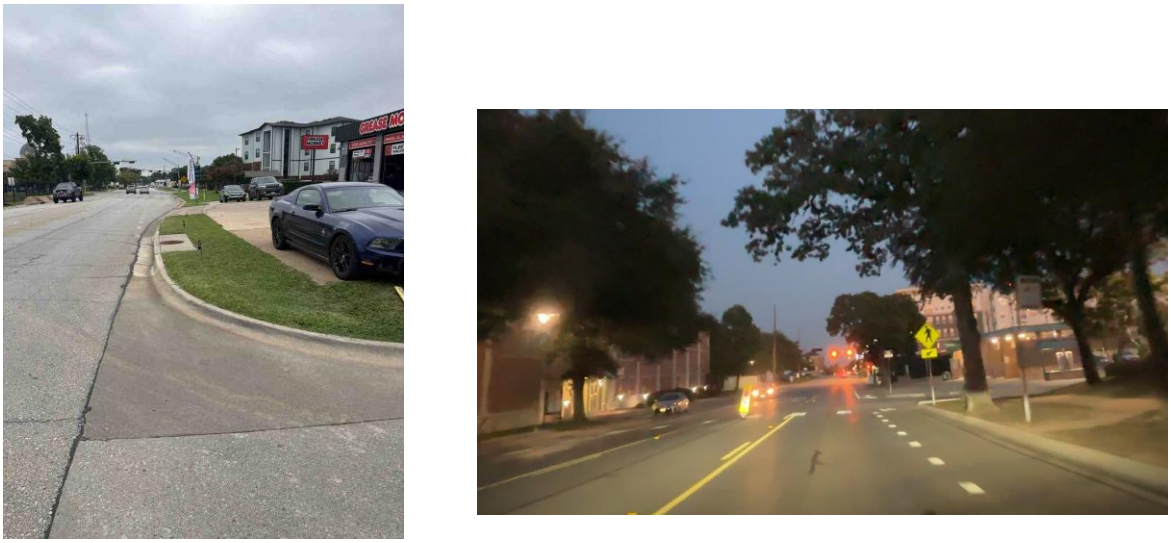

Figure 10 – Example of Missing Lighting

Intersection Observations

At intersections, both signalized and stop-controlled, there are missing or faded crosswalk markings, non-directional curb ramps, and missing detectable warning surfaces. Faded or missing crosswalks (**Figure 11**) were frequent throughout the entire corridor. Refreshing existing high-visibility crosswalks and installing them where they are missing allows for increased visibility of upcoming crosswalks and pedestrians using them.



Figure 11 – Example of Missing Crosswalks

Several intersections have diagonal curb ramps, as shown in **Figure 12**. At some of these crossings, the curb ramps have old-style detectable warning surfaces or are missing them. These curb ramps may direct pedestrians with visual disabilities toward the center of the intersection, posing a safety hazard.



Figure 12 – Example of Faded Crosswalk Markings and a Non-Directional Curb Ramp

At Carroll Boulevard and intersections to the east, the pedestrian signals need improvement. The pedestrian push buttons are older style with fewer accessibility functions or are missing, as shown in **Figure 13**. Installing accessible pedestrian signals (APS) with push buttons enables increased communication with individuals who are visually or audibly impaired.



Figure 13 – Example of Missing Push Button

Many intersections along this corridor do not have retroreflective backplates on the signal heads shown in **Figure 14**. Adding a reflective border around the signal head increases visibility of the traffic signals, especially at night or in poor weather conditions.



Figure 14 – Example of Missing Retroreflective Backplates

While the observations above were consistently seen at the intersections of the corridor, the intersection of Eagle Drive and Bell Avenue had unique issues identified during the in-field visit. The intersection at Bell Avenue has a lot of conflicts, including vehicular traffic, pedestrian activity, a northbound curve, and southbound right-turn channelization, as shown in **Figure 15**. The pedestrian signal equipment and crossing are not accessible, and the southbound right-turn yield lacks visibility for pedestrians and weaving cars from the northbound left turn traffic, making turns on northbound Locust St difficult.



Figure 15 – Field Observations at Bell Avenue

POTENTIAL COUNTERMEASURES

From the field observations, potential countermeasures were identified to address safety issues along the corridor. All recommended countermeasures were summarized in the Recommendations Table, which lists the types of recommendations, their locations, detailed observations, and corresponding recommendations. To accompany the Recommendations Table, a Recommendations Summary Exhibit was created to provide a visual summary of all countermeasures. Unique identification numbers were given to each countermeasure using the key map shown in **Figure 16**. Intersections were labeled based on the order of their appearance, proceeding from west to east along the corridor. Segment recommendations were assigned IDs based on their limits and the order in which they appeared on the Recommendations Summary Exhibit. Similarly to segment recommendations, spot recommendations were assigned identification numbers based on their locations between intersections and order of appearance. **Figure 25** provides a visual summary of all countermeasures and their locations on the corridor. Accompanying that figure, **Table 3** provides more detailed information on what was observed, how the observations influenced the countermeasure selection, and a detailed description of the countermeasure. The countermeasures described in the following sections are not a complete list of all recommended countermeasures.



Figure 16 – Eagle Drive Corridor's Intersection Key Map

Short-Term

One of the most common observations on the corridor was faded pavement markings and the absence of some turn lane arrows. The RSA Team recommends that all crosswalks and pavement markings be refreshed. At key intersections (signalized or high pedestrian crossings), it is recommended to install high-visibility crosswalks (**Figure 17**). This would aid in pedestrian visibility at intersections. Pavement markings to be refreshed would also include stop bars at intersections and the installation of edge lines along the corridor.



Figure 17 – Example of a High Visibility Crosswalk

At various signalized intersections on the corridor, it is recommended to install retroreflective backplates (**Figure 18**) on all signal heads to increase driver awareness when approaching the intersection, especially at night or in certain weather conditions. Retroreflective backplates are currently not present on all signal heads at the signalized intersections.

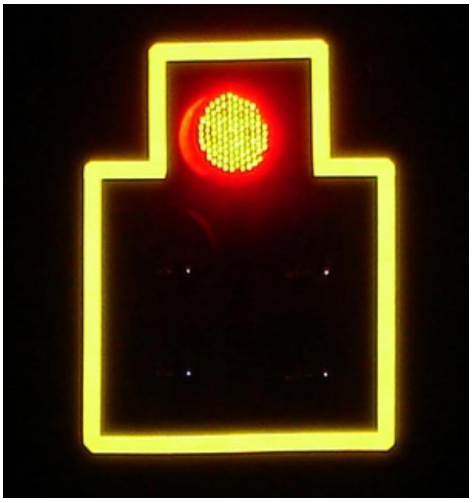

Figure 18 – Example of a Retroreflective Backplate
Source: FHWA Proven Safety Countermeasures

Long-Term

Throughout the corridor, several intersections had either non-accessible or missing curb ramps. To create safe crossings for vulnerable road users, it is recommended that directional, accessible curb ramps with detectable warning surfaces be installed where necessary. **Figure 19** shows a typical example of these curb ramps.

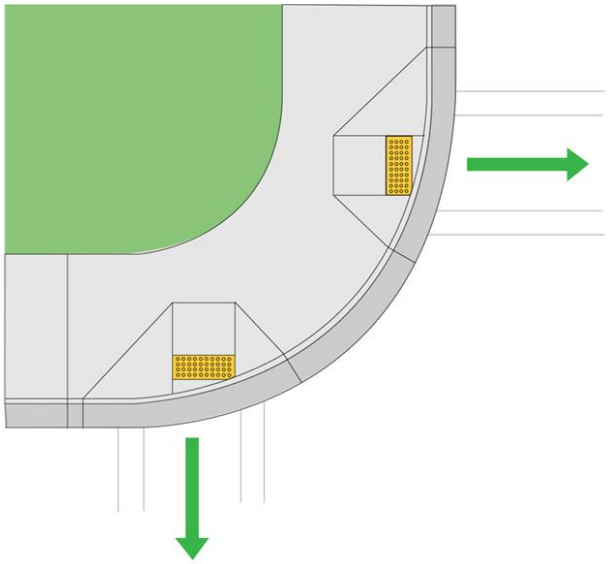

Figure 19 – Example of Directional, Accessible Curb Ramps

At signalized intersections, it was observed that the pedestrian equipment consisted of older-style push buttons, rather than APS. The RSA Team recommends that accessible pedestrian signals (**Figure 20**) be installed at all signalized crossings. This will also relocate the pedestrian signals closer to the crosswalks and replace faded signage.



Figure 20 – Example of Accessible Pedestrian Signal

The corridor is lacking in lighting coverage since the existing luminaires are only on one side of the corridor and are not sufficient at some crosswalks. The RSA Team recommends that a lighting study be conducted to ensure proper coverage of roadway and pedestrian facilities (**Figure 21**). By increasing corridor lighting, visibility of the roadway at nighttime will be enhanced, allowing for increased driver awareness along the corridor.

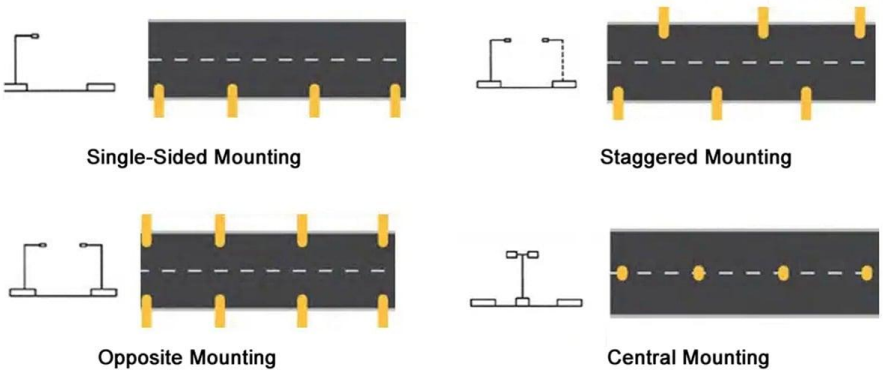

Figure 21 – Street Light Mounting Options

The intersection of Eagle Drive and Avenue C lacks bicycle accommodations to connect to the two-way cycle track that was implemented on Avenue C north of Eagle Drive. Bicycle marking intersection treatments are recommended to accommodate cyclists connecting between facilities on Eagle Drive and Avenue C. The RSA Team recommends bicycle intersection treatments such as two-stage turn boxes, bicycle signals, separate bicycle phasing, or bike boxes. **Figure 22** shows an example of a two-stage bicycle turn box.

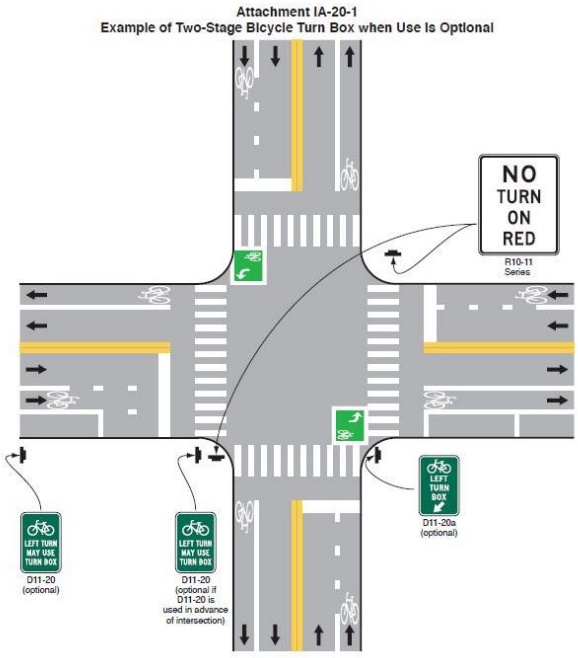

Figure 22 – Example of Two-Stage Bicycle Turn Box
Source: FHWA

This corridor features several bus stops. Some of which are missing pads and/or shelters. It is recommended that pedestrian pads and shelters (**Figure 23**) be installed at bus stops to ensure the safety of vulnerable road users while they wait for public transportation.



Figure 23 – Example of DCTA Bus Shelter

Enhanced pedestrian crossings increase pedestrian visibility and provide clear warnings to drivers of pedestrians at midblock or uncontrolled crossing locations. These treatments can significantly reduce pedestrian crashes when warranted. The intersection of Eagle Drive and Kendolph Street currently lacks a pedestrian crossing, yet pedestrians frequently cross in the area. Based on existing pedestrian demand, it is recommended to install an enhanced pedestrian crossing with a rectangular rapid flashing beacon (RRFB), **Figure 24**, along with a pedestrian refuge, a high-visibility crosswalk, and ensure adequate pedestrian lighting.



Figure 24 – Rectangular Rapid Flashing Beacon (RRFB)
Source: TxDOT

Eagle Drive - Denton, TX

Recommendations Exhibit | Limits: North Texas Boulevard to Bell Avenue

Corridor-wide Recommendations

Refresh Striping

Retroreflective Backplates

Lighting

Bus Shelters and Platforms

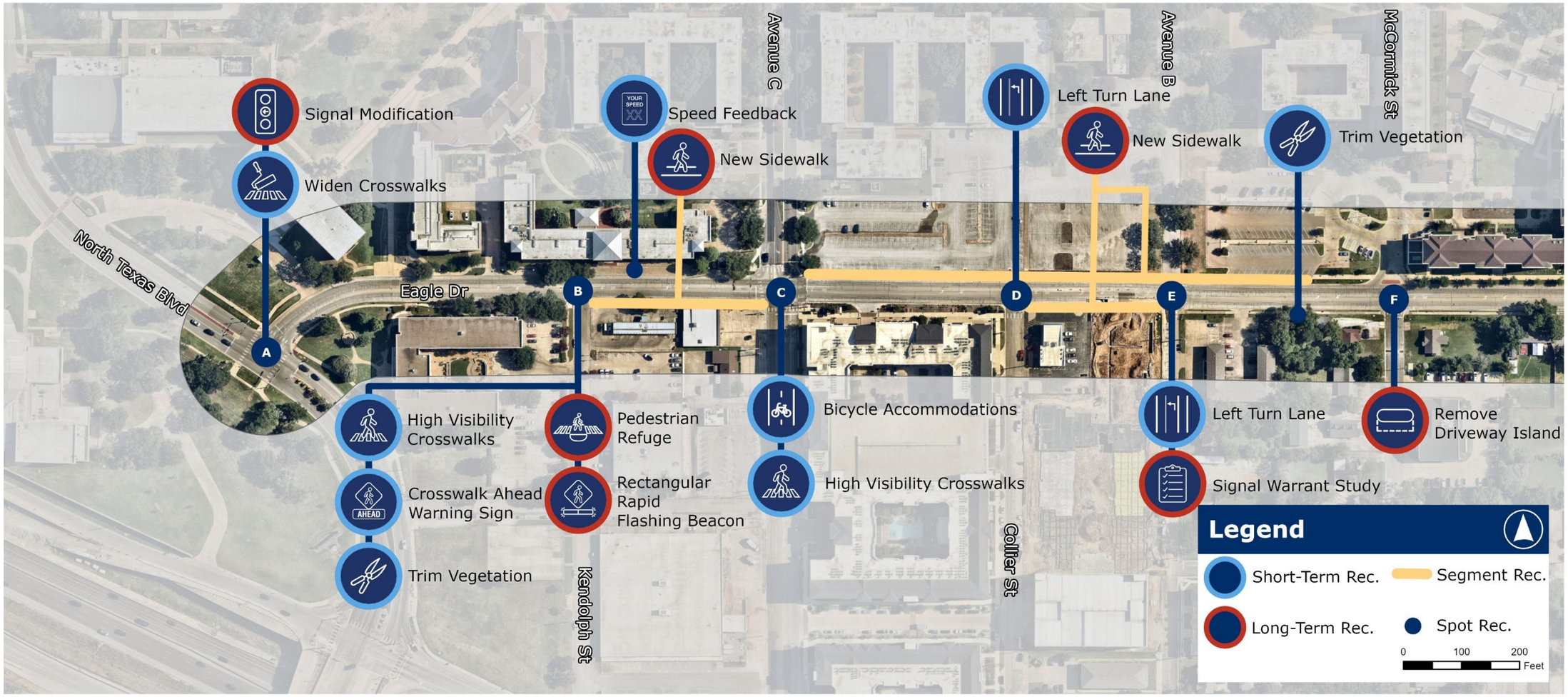

Figure 25 – Recommendations Exhibit

Eagle Drive - Denton, TX

Recommendations Exhibit | Limits: North Texas Boulevard to Bell Avenue

Corridor-wide Recommendations

Refresh Striping

Retroreflective Backplates

Lighting

Bus Shelters and Platforms



Figure 25 – Recommendations Exhibit

Eagle Drive - Denton, TX

Recommendations Exhibit | Limits: North Texas Boulevard to Bell Avenue

Corridor-wide Recommendations

Refresh Striping

Retroreflective Backplates

Lighting

Bus Shelters and Platforms



Figure 25 – Recommendations Exhibit

Table 3 – Recommendations Table (1 of 6)

Recommendations for Eagle Dr. from North Texas Blvd. to Bell Ave. in Denton, TX



ID	Study Corridor	Context	Location	Timeline	Simplified Recommendation	Detailed Observation/Recommendation	Countermeasure On Page
1.1	Eagle Dr	Corridor-wide	Along the Corridor	Short	Refresh Striping	**Observation:** Striping along corridor is fading or missing **Recommendation:** Refresh striping along the corridor and at intersections	All
1.2	Eagle Dr	Corridor-wide	Along the Corridor at Intersections	Short	Retroreflective Backplates	**Observation:** Multiple intersections are missing retroreflective backplates on signal heads **Recommendation:** Install retroreflective backplates on all signal heads	All
1.3	Eagle Dr	Corridor-wide	Along the Corridor	Long	Lighting	**Observation:** Lighting is missing on one side of the corridor throughout **Recommendation:** Conduct a lighting study to ensure proper coverage of roadway and pedestrian facilities	All
1.4	Eagle Dr	Corridor-wide	Along the Corridor	Long	Pedestrian Bus Shelter and Pads	**Observation:** Transit stops are missing pedestrian shelters or pads **Recommendation:** Install pedestrian shelters and/or pads at all transit stops along corridor	All
A.1	Eagle Dr	Intersection	North Texas Blvd	Short	Widen Crosswalks	**Observation:** Crosswalks are narrower than the pedestrian ramps **Recommendation:** Widen crosswalk to be at least as wide as the pedestrian ramps	Sheet 1 of 3
A.2	Eagle Dr	Intersection	North Texas Blvd	Long	Signal Modification	**Observation:** Pedestrian equipment is not accessible and other signal equipment are needed around the intersection **Recommendation:** Install new push buttons on supplemental pedestrian poles for accessibility, replace signal pole on west corner to include luminaire, install flashing yellow arrow for left turns, and leading pedestrian interval	Sheet 1 of 3
B.1	Eagle Dr	Intersection	Kendolph St	Short	High Visibility Crosswalk	**Observation:** Crosswalk markings are missing on south side of intersection **Recommendation:** Stripe high visibility crosswalk along the south side of intersection	Sheet 1 of 3
B.2	Eagle Dr	Intersection	Kendolph St	Short	Crosswalk Ahead Warning Sign	**Observation:** Existing crossing is missing advance warning signage for crosswalk **Recommendation:** Install advance warning signs for the crossing to increase pedestrian safety	Sheet 1 of 3
B.3	Eagle Dr	Intersection	Kendolph St	Short	Trim Vegetation	**Observation:** Trees are hanging over sidewalk where crosswalk is located, sight issue for signage **Recommendation:** Trim vegetation on both sides of Eagle Dr where the crosswalk is located	Sheet 1 of 3
B.4	Eagle Dr	Intersection	Kendolph St	Long	Pedestrian Refuge	**Observation:** The pedestrian crossing is on the western leg of an intersection. Left turn traffic from Kendolph should be encouraged to make a wider turn **Recommendation:** Add either a pedestrian refuge in the middle or left turn calming devices (similar to speed bumps)	Sheet 1 of 3
B.5	Eagle Dr	Intersection	Kendolph St	Long	Rectangular Rapid Flashing Beacon	**Observation:** Existing crossing is unenhanced with only static pedestrian signage. **Recommendation:** Due to proximity to the University, the crossing should be enhanced with a rectangular rapid flashing beacon to warn drivers of crossing to increase pedestrian safety	Sheet 1 of 3
B.6	Eagle Dr	Intersection	Kendolph St	Long	Crosswalk Lighting	**Observation:** Pedestrian lighting at crosswalk on west side of intersection is missing **Recommendation:** Install new lighting at intersection to illuminate crosswalk and increase pedestrian safety	

Recommendations for Eagle Dr. from North Texas Blvd. to Bell Ave. in Denton, TX



ID	Study Corridor	Context	Location	Timeline	Simplified Recommendation	Detailed Observation/Recommendation	Countermeasure On Page
BC.1	Eagle Dr	Spot Recommendation	South of Honors Hall	Short	Speed Feedback	**Observation:** Speeding was observed in this area of the corridor **Recommendation:** Install speed feedback sign for traffic calming	Sheet 1 of 3
BC.2	Eagle Dr	Segment	Kendolph St-Avenue C, entire southern side of block	Long	New Sidewalk	**Observation:** There is a sidewalk gap for approximately 280' on south side of Eagle Drive **Recommendation:** Install approximately 280' of accessible sidewalk along south side of Eagle Drive	Sheet 1 of 3
C.1	Eagle Dr	Intersection	Avenue C	Short	Refresh Crosswalk	**Observation:** Crosswalk pavement markings are fading, low visibility **Recommendation:** Restripe crosswalk throughout the intersection	Sheet 1 of 3
C.2	Eagle Dr	Intersection	Avenue C	Short	Bicycle Accommodations	**Observation:** A two-way cycle track was added on Avenue C north of Eagle Drive. The intersection does not have bicycle accommodations at the intersection to connect from/to Eagle Drive and Avenue C. **Recommendation:** Add bike accommodations for crossing at intersection such as two-stage turn boxes, separate bicycle phases, bicycle signals, or bike boxes	Sheet 1 of 3
CD.1	Eagle Dr	Segment	Avenue C-Collier St, entire northern side of block	Long	New Sidewalk	**Observation:** There is a sidewalk gap along the north side of Eagle for approximately 420' **Recommendation:** Install approximately 420' of accessible sidewalk along the north side of the Eagle Drive	Sheet 1 of 3
D.1	Eagle Dr	Intersection	Collier St	Short	Left Turn Lane	**Observation:** There is a break in the two-way left turn lane since that is confusing **Recommendation:** Restripe the turn lanes to be back to back even between Collier Street and Avenue B	Sheet 1 of 3
DE.1	Eagle Dr	Segment	Collier St-Avenue B, entire northern side of block	Long	New Sidewalk	**Observation:** There is a sidewalk gap along the north side of Eagle Drive for approximately 270'. **Recommendation:** Install approximately 270' of accessible sidewalk along the north side of Eagle Drive.	Sheet 1 of 3
E.1	Eagle Dr	Intersection	Avenue B	Short	Left Turn Lane	**Observation:** There is a break in the two-way left turn lane since that is confusing **Recommendation:** Restripe the turn lanes to be back to back even between Collier Street and Avenue B	Sheet 1 of 3
E.2	Eagle Dr	Intersection	Avenue B	Long	Signal Warrant Study	**Observation:** There is a new dorm and two multifamily developments south of Eagle Drive **Recommendation:** The intersection should be studied when all three developments are open for a potential traffic signal	Sheet 1 of 3
EF.1	Eagle Dr	Spot Recommendation	North of Eagle Apartments	Short	Trim Vegetation	**Observation:** Vegetation is hanging over sidewalk blocking pedestrian path **Recommendation:** Trim vegetation on the south side of the segment	Sheet 1 of 3
EF.2	Eagle Dr	Segment	South of Kerr Hall Colling Tower Parking Lot	Long	New Sidewalk	**Observation:** There is a sidewalk gap along the north side of Eagle Drive for approximately 225' **Recommendation:** Install approximately 225' of accessible sidewalk along the north side of Eagle Drive	Sheet 1 of 3
F.1	Eagle Dr	Intersection	McCormick St	Long	Remove Driveway Island	**Observation:** Median on the parking lot entrance/exit does not seem necessary. Cars have been observed ignoring and making left turns out from the site. **Recommendation:** Remove channelizing median from north side of intersection	Sheet 1 of 3

Table 3 – Recommendations Table (3 of 6)

Recommendations for Eagle Dr. from North Texas Blvd. to Bell Ave. in Denton, TX



ID	Study Corridor	Context	Location	Timeline	Simplified Recommendation	Detailed Observation/Recommendation	Countermeasure On Page
F.2	Eagle Dr	Intersection	McCormick St	Long	Pedestrian Signal Study	**Observation:** Intersection is uncontrolled has bus stops on both sides of the street **Recommendation:** Conduct pedestrian signal study at intersection to evaluate the need for a signal to increase safety of pedestrians using the bus	Sheet 1 of 3
G.1	Eagle Dr	Intersection	Avenue A	Short	Bicycle Accommodations	**Observation:** A bicycle lane was added on Avenue A north of Eagle Drive. The intersection does not have bicycle accommodations at the intersection to connect from/to Eagle Drive and Avenue A. **Recommendation:** Add bike accommodations for crossing at intersection such as two-stage turn boxes, separate bicycle phases, bicycle signals, or bike boxes	Sheet 2 of 3
G.2	Eagle Dr	Intersection	Avenue A	Short	Refresh Crosswalk	**Observation:** Crosswalk pavement markings are fading at intersection **Recommendation:** Restripe crosswalk throughout the intersection	Sheet 2 of 3
G.3	Eagle Dr	Intersection	Avenue A	Short	Refresh Striping	**Observation:** Double yellow pavement markings do not connect **Recommendation:** Adjust striping to connect double yellows	Sheet 2 of 3
G.4	Eagle Dr	Intersection	Avenue A	Short	Advance Lane Use Signage	**Observation:** No signage or markings for northbound left turn **Recommendation:** Advance lane use signage and markings on Avenue A approaching Eagle Drive	Sheet 2 of 3
GH.1	Eagle Dr	Segment	Avenue A-Welch St, entire northern side of block	Long	New Sidewalk	**Observation:** There is a sidewalk gap along the north side of Eagle Drive for approximately 415' **Recommendation:** Install approximately 415' of accessible sidewalk along the north side of Eagle Drive	Sheet 2 of 3
H.1	Eagle Dr	Intersection	Welch St	Short	Refresh Crosswalk	**Observation:** Crosswalk pavement markings are fading **Recommendation:** Restripe crosswalk throughout the intersection	Sheet 2 of 3
H.2	Eagle Dr	Intersection	Welch St	Short	Refresh Striping	**Observation:** Pavement markings at intersection are fading **Recommendation:** Restripe all markings in intersection	Sheet 2 of 3
H.3	Eagle Dr	Intersection	Welch St	Long	Flashing Yellow Arrow	**Observation:** Traffic signal does not have flashing yellow arrow for left turns **Recommendation:** Install a flashing yellow arrow at intersection	Sheet 2 of 3
H.4	Eagle Dr	Intersection	Welch St	Long	Detectable Warning Surface	**Observation:** Pedestrian ramps have old style of detectable warning surfaces **Recommendation:** Install updated detectable warning surfaces on all corners of intersection	Sheet 2 of 3
H.5	Eagle Dr	Intersection	Welch St	Long	Accessible Pedestrian Signals	**Observation:** Pedestrian push button on southeast corner was not activated **Recommendation:** Fix APS on southeast corner of the intersection	Sheet 2 of 3
HI.1	Eagle Dr	Spot Recommendation	North of Denton Student Apartments	Short	Sign Improvement	**Observation:** Speed limit sign is protruding and is too close to base **Recommendation:** Raise sign to 7' minimum from base to the bottom of the sign and straighten sign vertically	Sheet 2 of 3
I.1	Eagle Dr	Intersection	Bernard St	Long	Planned Signal Rebuild	**Observation:** Traffic signal is a span wire signal **Recommendation:** Intersection has been fully designed for a signal rebuild including lighting with construction to begin within the next year	Sheet 2 of 3
IJ.1	Eagle Dr	Spot Recommendation	Bernard St-Cleveland St, along southside of block	Short	Trim Vegetation	**Observation:** Vegetation is hanging over sidewalk **Recommendation:** Trim vegetation on the south side of the segment	Sheet 2 of 3

Table 3 – Recommendations Table (4 of 6)

Recommendations for Eagle Dr. from North Texas Blvd. to Bell Ave. in Denton, TX



ID	Study Corridor	Context	Location	Timeline	Simplified Recommendation	Detailed Observation/Recommendation	Countermeasure On Page
IJ.2	Eagle Dr	Spot Recommendation	I.O.O.F. St.	Short	Install Stop Bar	**Observation:** I.O.O.F. St. is missing stop bar markings at existing stop-controlled approach **Recommendation:** Install stop bar markings on I.O.O.F. St. to increase visibility of stop-controlled approach	Sheet 2 of 3
IJ.3	Eagle Dr	Spot Recommendation	East of I.O.O.F. St	Long	Pedestrian Transit Platform	**Observation:** Bus stop does not have any pedestrian facilities leading to the stop **Recommendation:** Install pedestrian infrastructure at bus stop to intersection	Sheet 2 of 3
J.1	Eagle Dr	Intersection	Cleveland St	Short	Install Stop Bar	**Observation:** Cleveland St. is missing stop bar markings at existing stop-controlled approach **Recommendation:** Install stop bar markings on Cleveland St. to increase visibility of stop-controlled approach	Sheet 3 of 3
J.2	Eagle Dr	Intersection	Cleveland St	Long	Pedestrian Ramps	**Observation:** Crossing is missing pedestrian curb ramps **Recommendation:** Install pedestrian curb ramps on the southeast side of intersection	Sheet 3 of 3
JK.1	Eagle Dr	Segment	North of Grease Monkey	Long	New Sidewalk	**Observation:** There is a sidewalk gap along the south side of Eagle Drive for approximately 110' **Recommendation:** Install approximately 110' of accessible sidewalk along the south side of Eagle Drive	Sheet 3 of 3
K.1	Eagle Dr	Intersection	Carroll Blvd	Short	Left Turn Lane	**Observation:** During the field audit, a car used inside left turn lane to go straight through intersection and westbound left traffic does not warrant dual left turns **Recommendation:** Remove inside left turn with striping to create a single left turn only lane	Sheet 3 of 3
K.2	Eagle Dr	Intersection	Carroll Blvd	Long	Pedestrian Ramps	**Observation:** Curb ramps on northwest, northeast, and southeast corners are angled toward middle of intersection **Recommendation:** Add directional curb ramps three corners	Sheet 3 of 3
K.3	Eagle Dr	Intersection	Carroll Blvd	Long	Detectable Warning Surface	**Observation:** Curb ramps at intersection are missing detectable warning surface **Recommendation:** Add detectable warning surfaces on all corners of intersection	Sheet 3 of 3
K.4	Eagle Dr	Intersection	Carroll Blvd	Long	Accessible Pedestrian Signals	**Observation:** Pedestrian push button and pedestrian signal head are far from curb ramp **Recommendation:** Move pedestrian pole, APS push button and pedestrian signal head closer to the curb ramp on the southwest corner of intersection	Sheet 3 of 3
K.5	Eagle Dr	Intersection	Carroll Blvd	Long	Leading Pedestrian Interval	**Observation:** Limited protection for pedestrians when using crosswalk **Recommendation:** Install leading pedestrian interval to increase pedestrian safety	Sheet 3 of 3
K.6	Eagle Dr	Intersection	Carroll Blvd	Long	Protective Phasing	**Observation:** Left turn phases do not have a protected left movement **Recommendation:** Install protective phasing for left turns to have a protected turn arrow	Sheet 3 of 3
KL.1	Eagle Dr	Segment	QuikTrip Driveway	Short	Install Vertical Delineators	**Observation:** Traffic turning left from Eagle into driveway that is right turn only entering the QuikTrip **Recommendation:** Add vertical delineator posts to restrict westbound traffic from turning left into driveway	Sheet 3 of 3

Table 3 – Recommendations Table (5 of 6)

Recommendations for Eagle Dr. from North Texas Blvd. to Bell Ave. in Denton, TX



ID	Study Corridor	Context	Location	Timeline	Simplified Recommendation	Detailed Observation/Recommendation	Countermeasure On Page
L.1	Eagle Dr	Intersection	Myrtle St	Short	High Visibility Crosswalks	**Observation:** No crosswalk to connect north and south side of intersection **Recommendation:** Install crosswalk on west side of intersection to connect north and south side	Sheet 3 of 3
L.2	Eagle Dr	Intersection	Myrtle St	Long	New Sidewalk	**Observation:** Sidewalk on south side of Myrtle does not extend to intersection **Recommendation:** Install approximately 25' of sidewalk on south side to connect to intersection	Sheet 3 of 3
L.3	Eagle Dr	Intersection	Myrtle St	Long	Pedestrian Ramps	**Observation:** Curb ramp is missing at southwest and northwest corner of intersection **Recommendation:** Install curb ramp on southwest and northwest corner of intersection	Sheet 3 of 3
M.1	Eagle Dr	Intersection	Fort Worth Dr/Elm St	Short	Eliminate Pedestrian Crossing	**Observation:** Along the western side of Elm St, there is no sidewalk connectivity **Recommendation:** Eliminate pedestrian crossing on west side of intersection	Sheet 3 of 3
M.2	Eagle Dr	Intersection	Fort Worth Dr/Elm St	Short	Refresh Crosswalks	**Observation:** Crosswalk striping is missing or fading at intersection **Recommendation:** Stripe and restripe crosswalk markings on north and south sides of the intersection	Sheet 3 of 3
M.3	Eagle Dr	Intersection	Fort Worth Dr/Elm St	Short	Retroreflective Backplates	**Observation:** Retroreflective backplates are missing from the intersection **Recommendation:** Upgrade signals with retroreflective backplates	Sheet 3 of 3
M.4	Eagle Dr	Intersection	Fort Worth Dr/Elm St	Short	Lane Use Signage	**Observation:** Westbound signal is missing "NO LEFT TURN" sign for northbound left turns onto Elm St. **Recommendation:** Install "NO LEFT TURN" sign to reinforce the prohibition of northbound left turn onto Elm St.	
M.5	Eagle Dr	Intersection	Fort Worth Dr/Elm St	Long	Detectable Warning Surface	**Observation:** Intersection is missing pedestrian push buttons at all corners **Recommendation:** Install pedestrian push buttons on all corners of intersection	Sheet 3 of 3
M.6	Eagle Dr	Intersection	Fort Worth Dr/Elm St	Long	Accessible Pedestrian Signals	**Observation:** Intersection is missing pedestrian signal heads on all corners **Recommendation:** Install pedestrian signal heads on all corners of intersection	Sheet 3 of 3
M.7	Eagle Dr	Intersection	Fort Worth Dr/Elm St	Long	Pedestrian Ramps	**Observation:** Curb ramps are missing on southeast corner of the intersection **Recommendation:** Install pedestrian curb ramps on the southeast corner of intersection	Sheet 3 of 3
M.8	Eagle Dr	Intersection	Fort Worth Dr/Elm St	Long	High Visibility Crosswalk	**Observation:** No pedestrian crosswalk on the east side of the intersection **Recommendation:** Install crosswalk on the east side of the intersection	Sheet 3 of 3
MN.1	Eagle Dr	Segment	Across Eagle north of Mallouf Hat Company	Short	Eliminate Pedestrian Crossing	**Observation:** Mid block crossing is within 150' from the traffic signal at Elm **Recommendation:** Eliminate mid-block crossing	Sheet 3 of 3
MN.2	Eagle Dr	Segment	West of O'Reilly Auto Parts Driveway	Long	New Sidewalk	**Observation:** Sidewalk connectivity is missing on north side of segment **Recommendation:** Install approximately 85' of accessible sidewalk along north side of segment to connect to existing sidewalk	Sheet 3 of 3
MN.3	Eagle Dr	Segment	North of Smilin Rick's Tattoo	Long	New Sidewalk	**Observation:** There is a sidewalk gap along the south side of Eagle Drive for approximately 175' **Recommendation:** Install approximately 175' of accessible sidewalk along the south side of Eagle Drive	Sheet 3 of 3
N.1	Eagle Dr	Intersection	Locust St	Short	Eliminate Pedestrian Crossing	**Observation:** Crosswalk on east side of intersection is not needed **Recommendation:** Eliminate pedestrian crossing on east side of the intersection	Sheet 3 of 3

Table 3 – Recommendations Table (6 of 6)

Recommendations for Eagle Dr. from North Texas Blvd. to Bell Ave. in Denton, TX



ID	Study Corridor	Context	Location	Timeline	Simplified Recommendation	Detailed Observation/Recommendation	Countermeasure On Page
N.2	Eagle Dr	Intersection	Locust St	Short	Refresh Crosswalk	**Observation:** Striping is missing on both north and south crosswalks **Recommendation:** Stripe crosswalk on north and south side crosswalks across intersection	Sheet 3 of 3
N.3	Eagle Dr	Intersection	Locust St	Long	Pedestrian Ramps	**Observation:** Pedestrian curb ramps are not directional at both north side corners and is missing at the southwest corner of intersection **Recommendation:** Construct directional curb ramps at each corner of the intersection	Sheet 3 of 3
NO.1	Eagle Dr	Segment	Southeast corner of Eagle Dr and Locust St	Short	Trim Vegetation	**Observation:** Vegetation observed to block the light pole **Recommendation:** Trim vegetation from light pole	Sheet 3 of 3
NO.2	Eagle Dr	Segment	South of Sticker Station	Long	New Sidewalk	**Observation:** There is a sidewalk gap along the north side of Eagle Drive for approximately 175' **Recommendation:** Install approximately 175' of accessible sidewalk along the north side of Eagle Drive	Sheet 3 of 3
O.1	Eagle Dr	Intersection	Bell Ave	Short	Signal Ahead Warning Sign	**Observation:** Signalized intersection is around a curve for northbound traffic on Bell Ave **Recommendation:** Install signal ahead warning signs approximately 300' in advance of the intersection for northbound traffic	Sheet 3 of 3
O.2	Eagle Dr	Intersection	Bell Ave	Short	Pavement Marking	**Observation:** Northbound left turn is missing lane use pavement markings **Recommendation:** Add a left turn arrow pavement marking for northbound left turns to discourage last-minute through movement	Sheet 3 of 3
O.3	Eagle Dr	Intersection	Bell Ave	Short	Sign Improvement	**Observation:** Multiple signs leading up to and in intersection are faded **Recommendation:** Replace faded "CURVE AHEAD" warning and "20 MPH" advisory sign south of Johnson St along the northbound side and replace faded Merge Traffic sign on the center median in the northbound direction, north of the intersection	Sheet 3 of 3
O.4	Eagle Dr	Intersection	Bell Ave	Long	Install Stop-Controlled Approach	**Observation:** Southbound right turn is a yield operation **Recommendation:** Change to a stop-controlled approach with a stop bar marking and supplementary red reflective tape on the "STOP" sign pole. Reroute the curb ramp and crosswalk pavement markings to be further west in front of the stop bar.	Sheet 3 of 3
O.5	Eagle Dr	Intersection	Bell Ave	Long	Intersection Reconfiguration	**Observation:** No pedestrian infrastructure, through traffic and right turn issues **Recommendation:** Rebuild intersection where northbound through traffic is pushed to the right and the other through lane will be a drop left turn onto Eagle Drive. For the southbound right turn, change the yield operations to stop controlled approach. Add all new pedestrian infrastructure in reconfiguration. Prior to altering the lane geometry or closing a lane, a comprehensive traffic analysis should be performed to ensure intersection operations are not negatively impacted. The City of Denton would need to get approval from the TxDOT Denton Area Office prior to any lane closure.	Sheet 3 of 3

The intersection of Eagle Drive and Bell Avenue is a complex one. There is a northbound curve that can cause sight distance issues, a southbound right-turn channelization with a pedestrian crossing, and a lack of pedestrian infrastructure throughout the intersection. Several improvements can be made at this intersection. An example of some of the recommendations can be seen in **Figure 26**. Please note that the recommendations shown in the figure are for conceptual purposes only. Prior to altering the lane geometry or closing a lane, a comprehensive traffic analysis should be performed to ensure intersection operations are not negatively impacted. The City of Denton would need to get approval from the TxDOT Denton Area Office prior to any lane closure.

Eagle Drive - Denton, TX

Figure 26 | Bell Avenue Intersection Recommendations

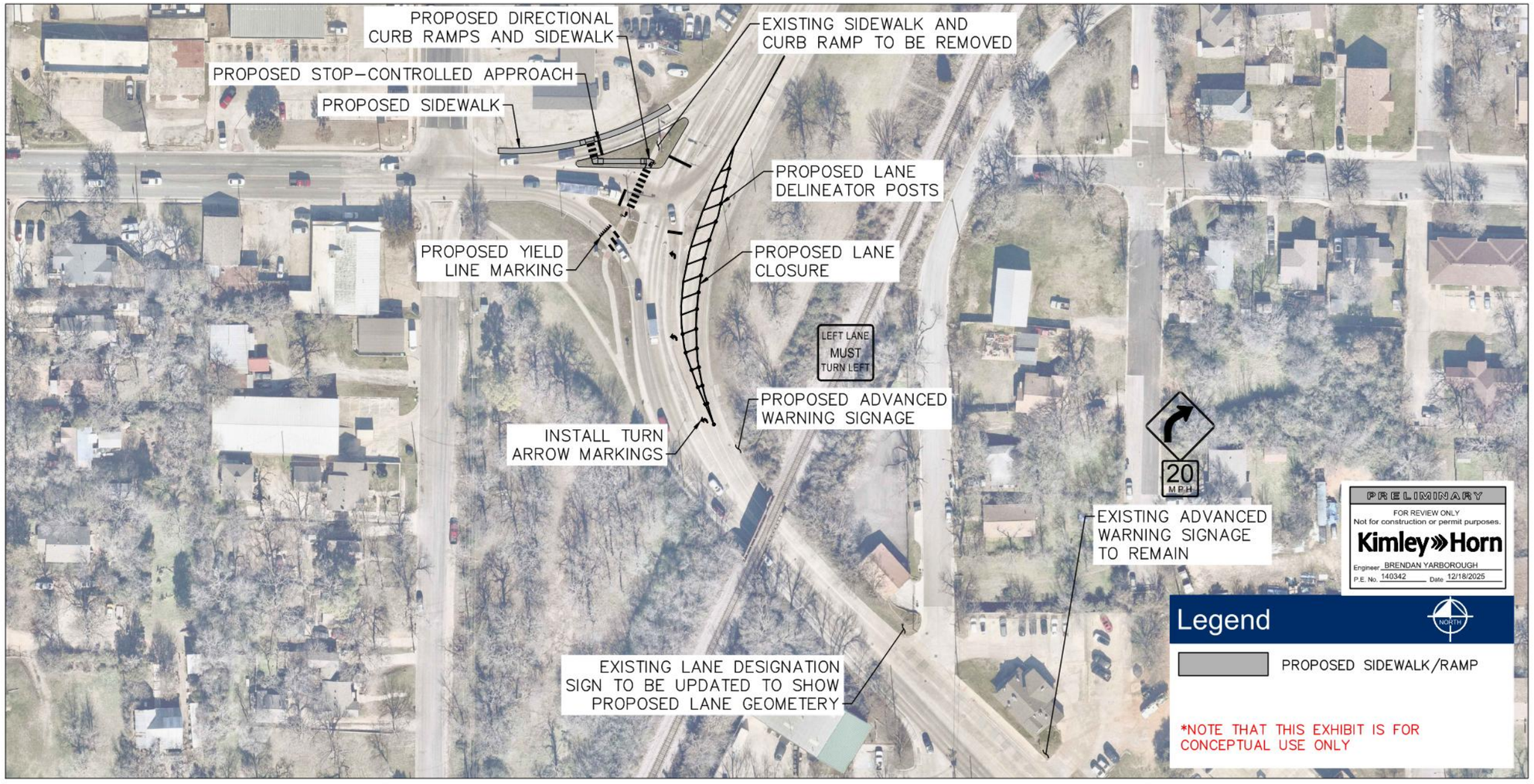

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Figure 26 – Eagle Drive and Bell Avenue Intersection Reconfiguration

Crash Modification Factors and Cost Estimates

Since the RSA identified several countermeasures for Eagle Drive, prioritization based on the effectiveness and cost of these countermeasures will help guide thoughtful implementation. **Appendix C** provides a list of common countermeasures, along with their crash modification factors (CMF) and estimated costs. Crash modification factors are values that indicate the number of crashes that can be expected after a specific countermeasure is implemented. All cost estimates are approximate and intended for planning purposes only.

NEXT STEPS AND OTHER RESOURCES

The RSA plays a critical role in improving the overall safety performance of a roadway. Completing the RSA for Eagle Drive ensured that planned recommendations were identified through a data-driven approach as well as stakeholder input. The RSA Team and the City of Denton are committed to enhancing safety throughout the corridor for all users. Implementation efforts will focus on deploying high-impact countermeasures that address identified crash patterns. Leveraging federal, state, and local funding sources will be pivotal in all implementation efforts. Additionally, the audit aims to align proposed improvements with broader Vision Zero initiatives, reinforcing the city's commitment to reducing serious crashes and improving multimodal accessibility.

Potential Funding Sources

Table 4 lists several potential funding sources that can be leveraged for implementing the identified countermeasures on Eagle Drive. The table lists funding sources and provides information about each one's agency, local match requirements, and a short description of the program's goals.

Table 4 – Potential Funding Sources

Funding Opportunity	Agency	Local Match	Description
City Bond and/or CIP Budgets	City of Denton	N/A	Local City Bond programs and CIP budgets provide dedicated funding for roadway infrastructure projects, typically through voter-approved bonds and multi-year capital planning. These funds can be used for various roadway improvements, such as intersection upgrades, pedestrian facilities, and traffic signal enhancements.
Denton County	Denton County	50%	The Denton County MCIP is a funding program available to cities within Denton County to support infrastructure improvements across the region. New projects are authorized annually based on categories such as roadway safety, regional connectivity, and pedestrian/bicyclist accessibility.
Safe Streets and Roads for All (SS4A)	USDOT	20%	A SS4A implementation grant is a federally funded program that covers the implementation of safety strategies identified in the Comprehensive Safety Action Plan (CSAP). This program can fund any roadway or intersection

Funding Opportunity	Agency	Local Match	Description
			improvements listed in the CSAP that enhance vehicle or pedestrian safety.
Highway Safety Improvement Program (HSIP)	TXDOT	10%	HSIP invests in construction and operational safety improvements for locations both on and off the state highway system. Typical improvements include traffic signal improvements, sidewalks, signage, pavement markings, and signal detection upgrades.
Better Utilizing Investments to Leverage Development (BUILD)	USDOT	20%	BUILD is a highly competitive funding opportunity that invests in planning or construction of surface transportation infrastructure projects that improve safety; environmental sustainability; quality of life; mobility and community connectivity; economic competitiveness, including tourism; state of good repair; partnership and collaboration; and innovation.
Transportation Set-Aside (TA)	TxDOT NCTCOG	20%	TxDOT and NCTCOG fund projects that focus on bike and pedestrian facilities through the TA program.
Transportation Infrastructure Finance and Innovation Act (TIFIA)	USDOT	51%	Loan opportunity that funds 49% of costs for projects with a minimum project cost of $10 million. Project-eligible facilities can include bike and pedestrian paths that connect to and are within 0.5 miles of a transit facility. This can be used to increase access and mobility for users.

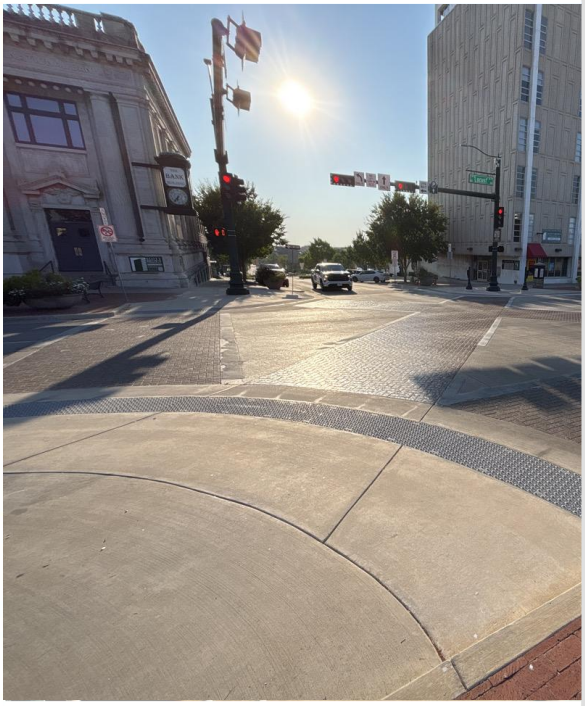
Appendix:

Appendix A: Traffic Counts & Speed Data

Appendix B: Crash Narratives

Appendix C: Common Safety Countermeasure Table







January 07, 2026

ROADWAY SAFETY AUDIT

Hickory Street, from Avenue C to S Bell Avenue

City of Denton

North Central Texas Council of Governments | CITY OF DENTON

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INTRODUCTION

NCTCOG Project Background

The North Central Texas Council of Governments (NCTCOG) identified high-injury corridors to conduct Road Safety Audits (RSAs) targeted by the NCTCOG Pedestrian Safety Action Plan (PSAP) and NCTCOG Roadway Safety Plan (RSP) within four core counties of the Dallas-Fort Worth metropolitan region (Collin, Dallas, Denton, and Tarrant Counties).

In 2023, the NCTCOG was awarded a planning grant from the United States Department of Transportation FY23 Safe Routes and Roads for All (SS4A) competitive grant program. The grant funding allows for conducting additional detailed planning for targeted high injury corridors reflected in the RSP and PSAP. In addition, these planning tasks include in-depth data collection such as updated traffic/user counts (all mode types), utility impact identification, lighting conditions, accessibility, pavement markings/signage inventory, parking facilities/behaviors, vehicle speeds, traffic signal/equipment conditions/performance, transit stops/operations, and various roadway asset characteristics.

As a result of the SS4A funding, an RSA was conducted for W. Hickory Street from Avenue C to S. Bell Avenue. The segment falls within the city boundaries for Denton, as shown in **Figure 1**.

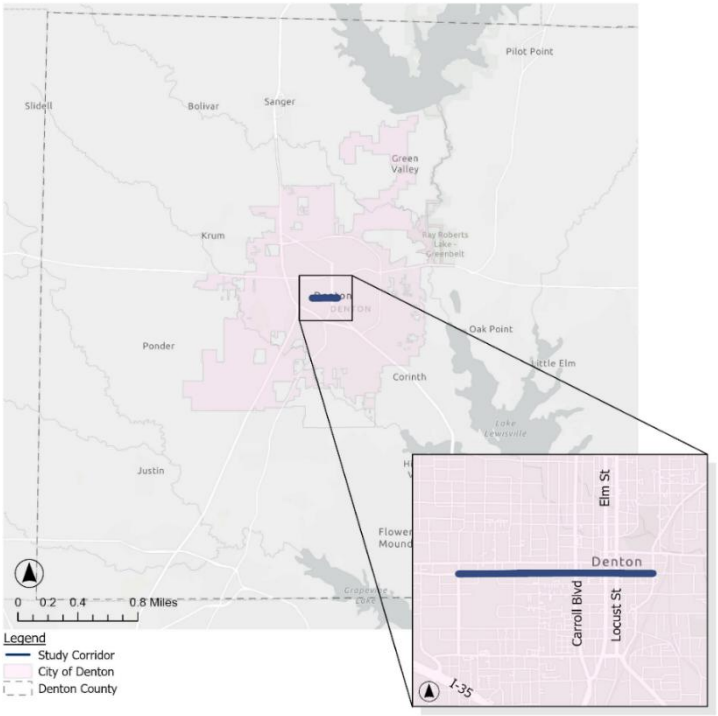


Figure 1 – W. Hickory Street Location Map

RSA PROCESS AND APPROACH

The Federal Highway Administration (FHWA) established the roadway safety audit process to improve the overall safety performance of roadways. A Road Safety Audit (RSA) is the formal examination of an existing or proposed road or intersection by an independent, multidisciplinary team. The RSA qualitatively estimates and reports on potential road safety issues and identifies opportunities for improvements in safety for all road users (vehicles, pedestrians, bicycles, and transit). The RSA process involves an 8-step process, which is defined below.

- **Step 1: Identify Project**
  - **Process:** To identify the existing road to be audited and to set the parameters for the RSA.
    Approach: NCTCOG, along with other stakeholders, developed a Pedestrian Safety Action Plan (PSAP) and a Roadway Safety Plan (RSP), which identified corridors around the metroplex with the highest fatal or serious injury crashes. W. Hickory Street was identified as a high-injury corridor in the Pedestrian Safety Action Plan.
- **Step 2: Select RSA Team**
  - **Process:** A multidisciplinary team was formed to conduct a road safety audit.
  - **Approach:** The RSA team included the following members:

City of Denton
- Chandrakanth Muruganandham
- Farhan Butt
- Justin Stackhouse
- Sahar Esfandyari
- Seth Garcia

NCTCOG
- Christopher Nelson

Kimley-Horn
- Brendan Yarborough
- Brian Shamburger
- Raul Orozco
- Seth Ragsdale
- Alejandra Galindo

- **Step 3: Pre-audit Meeting**
  - **Process:** The objective of the pre-audit meeting is to set the context for the RSA by bringing together the project owner, the design team, and the audit team to discuss its scope and review all the information available.
  - **Approach:** The pre-audit meeting was held at City of Denton Development Services building on Monday, September 8, 2025. The consultant team reviewed the RSA process, provided an overview of the desktop evaluation of the corridor (see Corridor Mobility Map **Figure 2**), and provided an overview of the crash history (see Crash Strip Map **Figure 4**).
- **Step 4: Perform Field Reviews**
  - **Process:** The field visit is used to gain further insight into the project or existing road and to further verify/identify safety concerns.
  - **Approach:** The RSA team performed the field review on Thursday, September 18, 2025. The field review began at 8 am, starting at the intersection of S Bell Avenue and W Hickory Street. The team conducted the post-audit meeting on-site directly after the field review. Observations from the field review, such as infrastructure deficiencies and driver behavior, were noted. A nighttime site visit was also performed on Tuesday, September 9, 2025, at 8 pm. The RSA team also discussed potential countermeasures to help mitigate any deficiencies during the review.
- **Step 5: Analyze and Report Findings**
  - **Process**: Analyze and prepare an RSA report to succinctly report the findings of the audit team through the identification and prioritization of safety issues. Recommendations are then made to reduce the degree of risk along the corridor.
  - **Approach:** The consultant team summarized all notes from the field review into a table with potential countermeasures The Recommendations Table for this corridor can be found in Table 3. Alongside the Recommendations Table for this corridor, the consultant team created a Recommendations Summary Exhibit, which visually displays all countermeasures listed in the Recommendations Table on a map for ease of reference (see **Figure 20**).

- **Step 6: Present Findings to Owner**
  - **Process:** The objective of presenting audit findings to the project owner and design team is to report orally the key findings of the audit as presented in the audit report.
  - **Approach:** The consultant team sent the Recommendations Summary Exhibit and Table to the rest of the RSA Team for review on Friday, October 10, 2025. This was two weeks before the RSA Follow-Up Meeting on Monday, October 27, 2025. The consultant team reviewed each page of the Recommendations Summary Exhibit, providing a brief overview of potential countermeasures and soliciting the RSA Team's opinions, questions, or concerns. Through feedback received during and after the RSA Follow-Up Meeting, edits were made to both the Recommendations Summary Exhibit and Table.
- **Step 7: Prepare Formal Response**
  - **Process:** The project owner prepares a written response to the final RSA Report.
  - **Approach:** After the RSA, the project owner should review the report and formally respond with what actions the project owner will take with respect to each safety concern listed in the report. To build support for the findings and overall RSA process, the RSA findings may be presented in a public meeting, or the report should be made available to the public. The timeframe for this response and making this information public may vary for each agency.
- **Step 8: Incorporate Findings**
  - **Process:** Incorporate findings into the project when appropriate.
  - **Approach:** After the response to the RSA report is prepared, the project owner should work to implement the agreed-upon safety measures or create an implementation plan. Implementation of the suggested measures is at the discretion of the project owner and appropriate staff based on their project schedules and available funds.

EXISTING CORRIDOR CONDITIONS

W. Hickory Street between Avenue C and S. Bell Avenue spans between the University of North Texas and City of Denton's Downtown. Between Avenue C and Locust Street, the typical section includes a two-lane one-way roadway with on-street parking on the north side of the street and a bike lane on the south side of the street. Between Locust Street and Bell Avenue, the typical section includes a two-lane undivided roadway with on-street parking on both sides of the street. This section of W. Hickory Street was selected as a study corridor because it was identified as a high injury roadway segment through NCTCOG's Pedestrian Safety Action Plan. W. Hickory Street in its entirety is a key corridor for the area due to its connectivity to Denton Square, the University of North Texas and I-35.

As shown in **Figure 2**, this section of W. Hickory Street has two different land contexts. West of the Carroll Boulevard intersection, the corridor's land use is primarily residential with some commercial towards the S Bell Avenue end of the corridor. While the west side of the corridor is heavily residential, east of the Carroll Boulevard intersection the context changes to primarily commercial with direct access to various businesses.

There are several bus routes and stops spanning the study corridor, as shown in **Figure 2**. In addition to the buses, the corridor includes sidewalk that ranges from four feet to nine feet wide. This corridor contains pedestrian and transit facilities, and one-way on-street bike lanes on the south side of the street (between Avenue C and Locust Street).

Hickory Street- Denton, TX
Corridor Mobility

Project Background

NCTCOG and the City of Denton are committed to end traffic deaths and serious injuries. City of Denton, NCTCOG and Kimley-Horn are partnering to conduct a Roadway Safety Audit along Hickory Street, diagnose issues and recommend countermeasures. This corridor is part of the Vision Zero Plan that aims to improve high injury networks.

Corridor:
Hickory Street
City:
Denton
County:
Denton
Begin Point:
Avenue C
End Point:
S Bell Ave
Length (miles):
1.3
AADT:
2,200-5,900
TxDOT Status:
Off
Speed Limit:
25mph

Multi-Modal Elements: undivided and divided bike lanes, on-street parking sidewalks

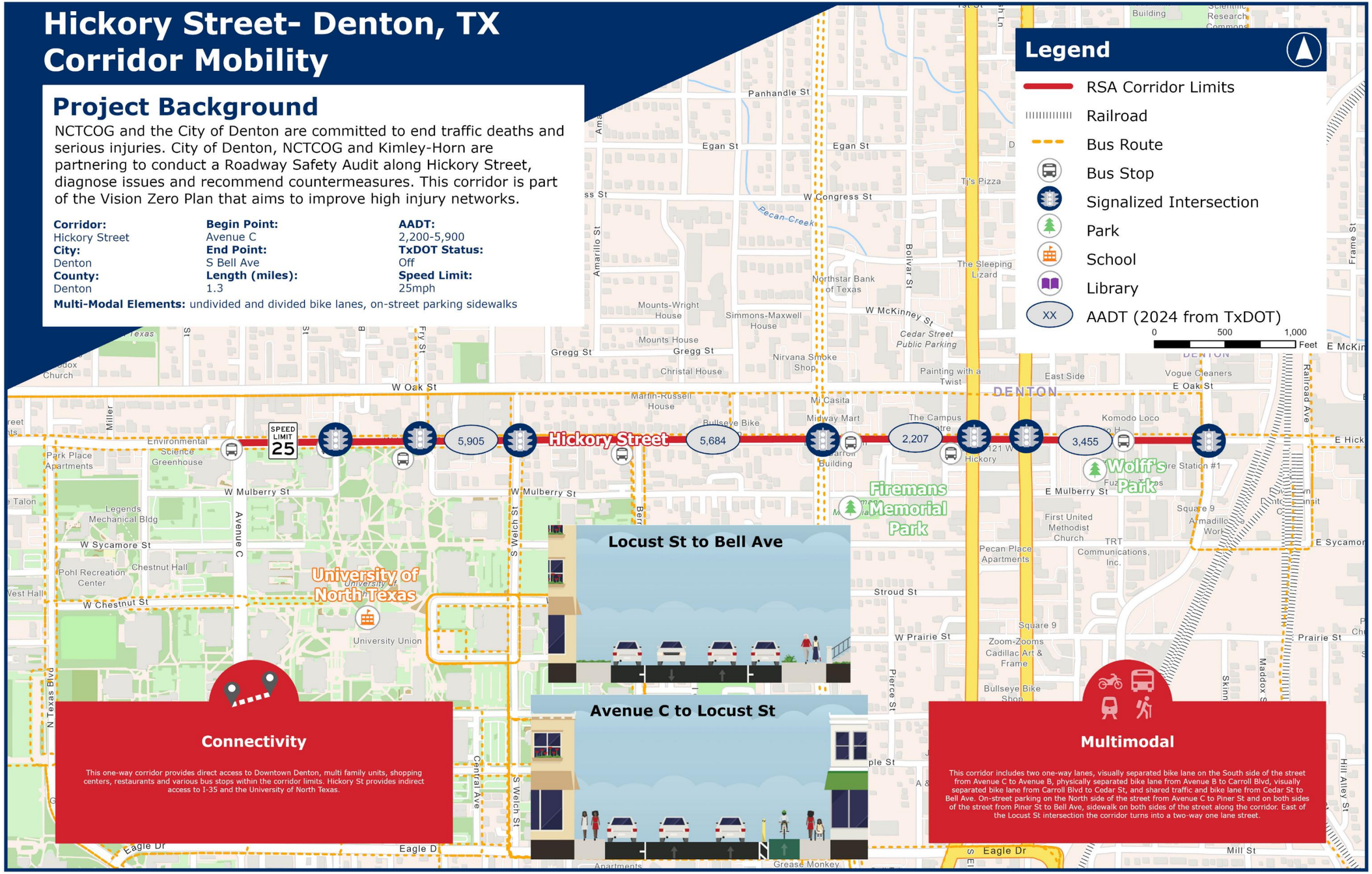


Figure 2 - Corridor Mobility Map

Data Collection

As part of the RSA, 24-hour speed counts and crash data (collected from 2020 to 2024) for the corridor were collected and analyzed. 24-hours of speed data and directional tube counts were collected on Hickory Street on Wednesday, October 1, 2025. Crash data was obtained from TxDOT's Crash Records Information System (CRIS) for all crashes on the corridor between 2020 and 2024.

Speed Data

Vehicle speed data was collected using tube counters (between Bernard Street and Carroll Boulevard) over 24-hours on October 1, 2025. During field observations, the RSA Team observed speeding by drivers; to confirm these observations, speed data was collected along this section. While the speed limit on the corridor is 25 MPH, speed count data showed an 85th percentile speed of 35 MPH (**Figure 3**) confirming the observations made by the RSA Team in the field.

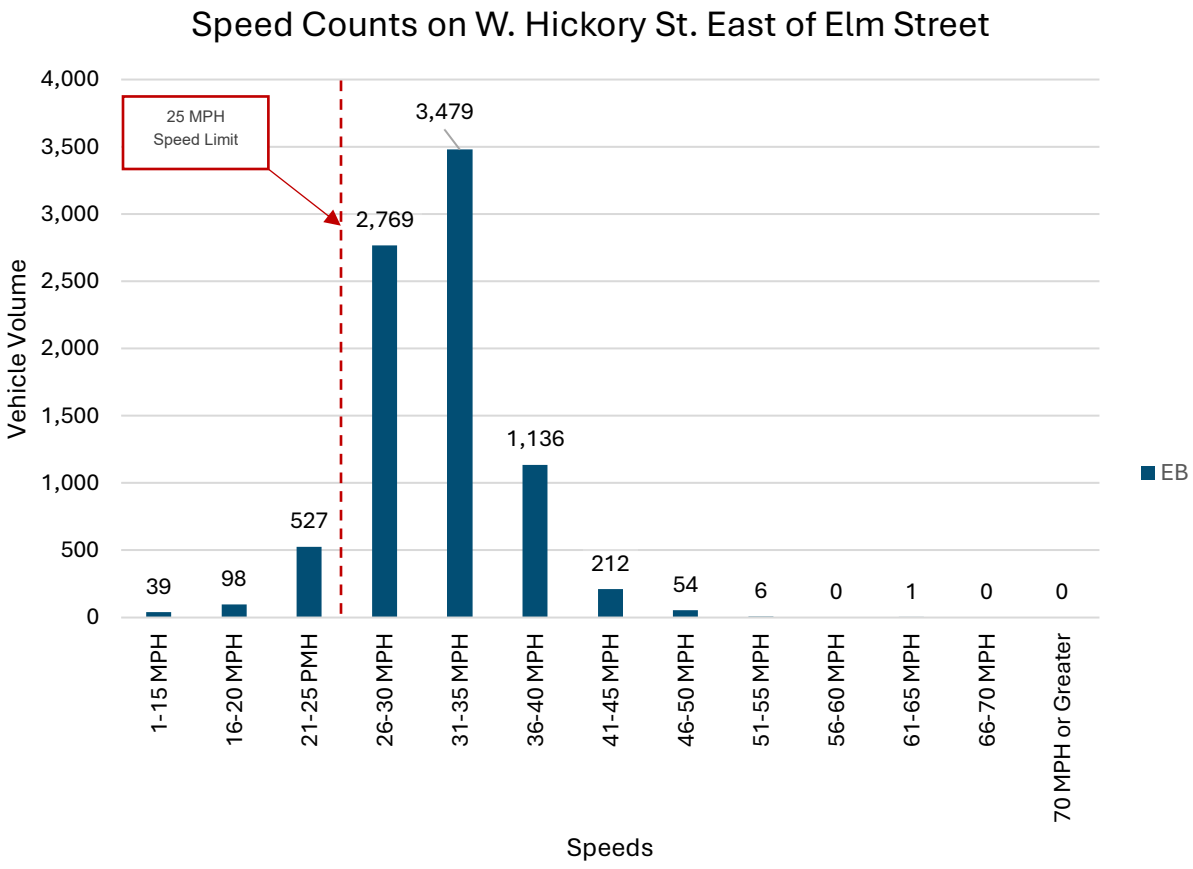


Figure 3 - Speed Counts on W. Hickory St.

Crash Data

The corridor experienced 147 crashes during the study period (2020 – 2024). Of the 147 crashes, approximately 9% resulted in an injury crash (KAB). There were no fatal injury crashes (K) in the corridor during this period; however, there was one (1) suspected serious injury crash (A) and 13 suspected minor injury crashes (B). Crash clusters are occurring at Carroll Boulevard, as shown in **Figure 4**. As part of the Roadway Safety Audit, crash narratives for all fatal and suspected serious injury crashes that occurred in the corridor during the study period were acquired from NCTCOG. Crash narratives are essential in determining safety countermeasures for roadways by providing specific details on why and how a crash occurred. All crash narratives for fatal and suspected serious injury crashes on this corridor are in **Appendix B**.

While, on average, this corridor experienced fewer fatal and severe crashes when compared to the overall Denton County average, the corridor had a higher-than-average number of crashes involving vulnerable road users, bicyclists, and pedestrians. **Table 1** indicates that pedestrian crashes are more prevalent on this corridor compared to the Denton County average. The number of crashes involving vulnerable road users and parked vehicles indicates there is a need to identify issues and improve pedestrian and parking facilities.

As shown in **Figure 4**, the top manner of collision, was ‘Angle’ crash. Angle crashes accounted for approximately 33% of crashes. These crashes are more common on corridors such as W. Hickory Street due to the high density of intersections and driveways, coupled with on-street parking that may provide visibility constraints. The second most common types of crashes on the corridor are ‘One Motor Vehicle’ and ‘Same Direction - Not Rear End’, commonly known as side-swipe crashes, with one motor vehicle crashes accounting for approximately 22% of crashes and not rear end crashes accounting for approximately 22% of crashes. These crashes are primarily occurring near the signalized intersections on the corridor, such as at Avenue A and Carroll Boulevard. Proposed countermeasures should focus on addressing issues contributing to the cause of angle, one motor vehicle and not rear end crashes.

A contributor to angle crashes is typically insufficient street lighting, as it can lead to decreased visibility, resulting in turning movements that may result in conflicts. However, for this corridor specifically, angle crashes can also be attributed to the number of parked cars. On the corridor, approximately 37% of crashes happened in dark conditions, the majority being in ‘Dark – Lighted’ conditions. This means that there was lighting present in some capacity at the location of the crash. With more than a third of crashes occurring in dark conditions, there is a need to evaluate existing street lighting on the corridor.

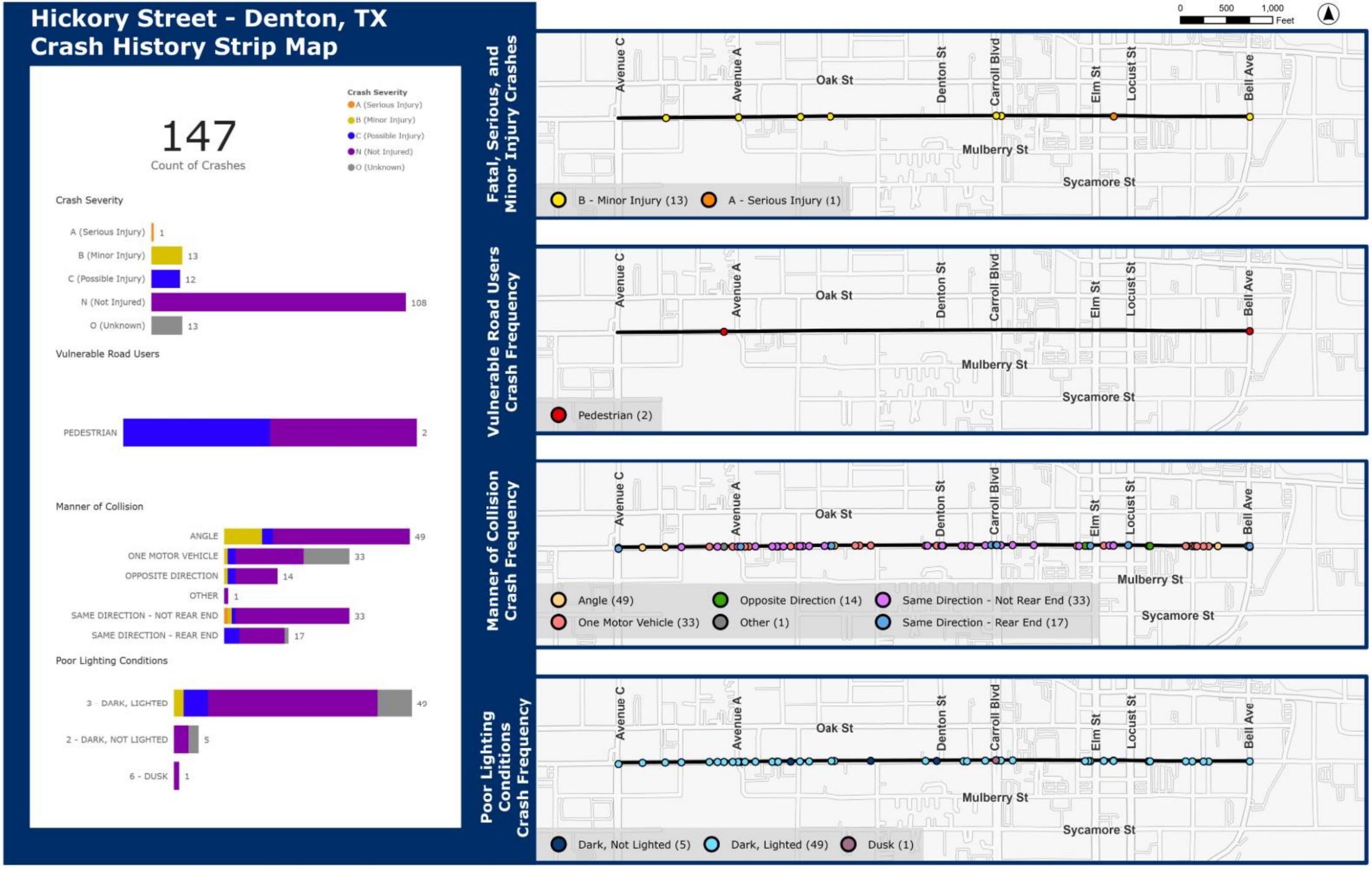


Figure 4 - Crash History Strip Map

Table 1 - Corridor Comparison Table

Hickory St. in Denton, TX

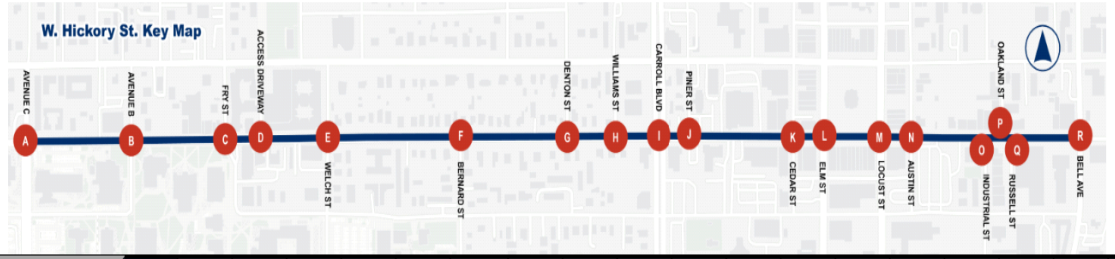
Corridor Comparison Table

Limits: Avenue C to Bell Ave.

Legend

XX — Indicates when a value is above average for the county

XX — Indicates when a value is 2 times above average for the county



Category	Attributes	County or City Average (Percent & Count)		Hickory St. Corridor	A. Avenue C	B. Avenue B	C. Fry St.	D. Access Driveway	E. Welch St.	F. Bernard St.	G. Denton St.	H. Williams St.	I. Carroll Blvd.	J. Piner St.	K. Cedar St.	L. Elm St.	M. Locust St.	N. Austin St.	O. Industrial St.	P. Oakland St.	Q. Russell St.	R. Bell Ave.
		100.0%	65,089	147	6	4	2	0	7	0	2	2	31	0	1	1	9	4	1	0	0	14
Crash Severity	K - Fatal	0.4%	266	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	A - Incapacitating Injury	2.2%	1,404	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
	B - Non-Incapacitating Injury	11.2%	7,267	13	0	0	1	0	2	0	0	0	6	0	0	0	1	0	0	0	0	1
	C - Possible Injury	13.3%	8,656	12	1	0	0	0	0	0	0	0	4	0	0	1	0	0	0	0	0	3
	N - Not Injured	68.0%	44,262	108	4	4	1	0	5	0	1	1	21	0	1	0	7	4	1	0	0	10
	99 - Unknown	5.0%	3,234	13	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
First Harmful Event	Motor Vehicle In Transport	73.8%	48,015	114	6	3	2	0	7	0	1	1	29	0	1	1	9	4	1	0	0	12
	Fixed Object	14.9%	9,670	5	0	1	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	1
	Parked Car	7.7%	5,016	26	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
	Overturned	1.0%	667	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Pedestrian	1.0%	651	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
	Pedalcyclist	0.6%	395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Light Conditions	Daylight	69.6%	45,300	91	5	3	1	0	5	0	2	0	21	0	1	0	6	3	0	0	0	12
	Dark (Lighted/Not Lighted/Unknown Lighting)	27.0%	17,602	54	1	1	1	0	2	0	0	0	9	0	0	1	3	1	1	0	0	2
	Dawn/Dusk	2.7%	1,758	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
Manner of Collision	One Motor Vehicle - Going Straight	19.3%	12,565	18	0	1	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	1
	Same Direction - One Straight-One Stopped	13.6%	8,846	13	1	0	0	0	0	0	0	0	3	0	0	1	1	0	0	0	0	1
	Same Direction - Both Going Straight-Rear End	11.3%	7,352	4	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
	Same Direction - Both Going Straight-Sideswipe	11.2%	7,281	16	0	0	1	0	1	0	0	0	1	0	0	0	1	0	0	0	0	0
	Angle - Both Going Straight	10.5%	6,857	38	4	1	1	0	3	0	0	0	18	0	0	0	3	2	0	0	0	4
	Opposite Direction - One Straight-One Left Turn	9.4%	6,140	11	0	0	0	0	0	0	0	0	4	0	0	0	0	1	0	0	0	6
	Angle - One Straight-One Left Turn	5.7%	3,698	5	0	0	0	0	0	0	0	0	2	0	0	0	0	0	1	0	0	0
	Same Direciton - One Straight-One Left Turn	2.0%	1,284	14	1	2	0	0	3	0	1	1	0	0	1	0	0	0	0	0	0	0
	One Motor Vehicle - Backing	2.1%	1,363	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Contributing Factor	Failed To Control Speed	24.5%	15,958	19	2	0	0	0	0	0	0	0	3	0	0	1	2	1	0	0	0	2
	Driver Inattention	13.2%	8,573	23	2	1	0	0	1	0	1	0	3	0	0	0	3	0	0	0	0	1
	Failed To Yield Right Of Way - Turning Left	9.2%	5,962	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	6
	Changed Lane When Unsafe	8.3%	5,422	15	0	0	1	0	1	0	0	0	1	0	0	0	2	0	0	0	0	0
	Failed To Drive In Single Lane	5.3%	3,448	8	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
	Unsafe Speed	4.6%	2,997	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
	Disregard Stop and Go Signal	3.8%	2,473	18	0	1	0	0	2	0	0	0	10	0	0	0	2	0	0	0	0	3
	Disregard Stop Sign or Light	2.2%	1,460	12	2	0	0	0	1	0	0	0	6	0	0	0	1	1	0	0	0	1
	Turned Improperly - Wrong Lane	1.2%	750	13	1	2	0	0	3	0	1	1	0	0	1	0	0	0	0	0	0	0
	Other (Explained in Narrative)	8.2%	5,310	11	1	0	1	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0
	None	3.6%	2,339	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

KA Crashes

Between 2020 and 2024, Hickory Street had one (1) suspected serious injury (A) crash. A complete list of all KA crashes on the corridor, with their crash ID, manner of collision, and other information, is listed below in **Table 2**.

As part of the RSA, crash narratives for all fatal and serious injury crashes that occurred on the corridor during the study period were acquired from NCTCOG. Crash narratives are essential in determining safety countermeasures for roadways by providing specific details on why and how a crash occurred. All crash narratives for fatal and serious injury crashes on this corridor are in **Appendix B.**

Table 2 - KA Crash Descriptions

Crash ID	Crash Severity	Date & Time	Location	Involved Units	Contributing Factors	Manner of Collision	Weather Condition	Light Condition	Description
18268482	A - Suspected Serious Injury	May 20, 2021; 2:29PM	Segment Crash	Vehicle Only	Changed Lane when Unsafe	Same Direction - Both Going Straight, Sideswipe	2 - Cloudy	1 - Daylight	Unit 2 was traveling northbound 100 S. Locust St (US 77) in the left lane. Unit 1 was traveling northbound 100 S. Locust St in the right lane. As both units were proceeding through the intersection unit 1 changed lanes when unsafe. Unit 1 moved from the right lane into the left lane. Unit 1's LP struck the RFQ of unit 2. Unit 1 changed lanes due do an uninvolved vehicle that was backing from a parking space located along Locust St. This crash was captured on a video camera located on Denton's square owned and maintained by the City of Denton. The video clearly showed the events of the crash. The video clip was saved and placed into a case file. The video clearly discounted the account given by the driver of unit 1 and a witness who stated that he observed the crash.

Other Studies and Designs

Future developments, ongoing projects, and planned projects for the corridor were obtained and reviewed by the RSA Team to ensure the audit recommendations aligned with current and future plans. There was one construction project on the corridor the RSA Team reviewed, and Hickory was included in the Downtown Denton Plan.

At Avenue B, traffic signal and pedestrian facility improvements were in progress during the RSA and were completed as of October 27, 2025. Crosswalks and curb ramps at this intersection were installed to create a safer and more comfortable pedestrian environment.

The City of Denton has plans to improve the Downtown Denton area, including a portion of W. Hickory Street from Avenue A to Railroad Avenue. This segment of W. Hickory Street was included in section 1B Pedestrian Priority Routes and Denton Chill Streets of the Downtown Denton plan. The “Pedestrian Priority Routes” refer to improving walkability between key destinations by creating comfortable and safe paths beyond the Downtown Denton Square. “Denton Chill Streets” seek to boost comfort and sustainability by enhancing shade, walkability, connectivity, and eco-friendly transit options. Some of the improvements, as part of the “Pedestrian Priority Routes and Denton Chill Streets”, include adding more trees along both sides of the street to provide better shade for pedestrians and cyclists, and installing crosswalk pavement markings.

FIELD OBSERVATIONS

In-field observations were conducted to gain a deeper understanding of the existing conditions and their impact on crash history. Observations were made through walking and driving the corridor, both during daylight and nighttime, to obtain an accurate representation of lighting conditions in these scenarios. Data from the field observations was collected through the ArcGIS Field Maps app and paper notes filled out by the RSA Team. Field notes and photos were logged in the mobile app to geo-tag the field observations to the correct locations. The observations were used to create recommendations that fall into one of four categories: corridor-wide, intersection, segment, or spot recommendations. In this report, only the most common observations are included; however, all observations related to the recommended countermeasures are listed in the Recommendations Table.

General Observations

During the in-field visit, safety deficiencies were observed in the corridor, such as obstructed sidewalks, turning movements that might result in conflict, insufficient lighting, and bus stops that needed improvement. Obstructed sidewalks exist on both ends of the corridor, but they are more prevalent east of Locust Street. Sidewalk obstructions include fire hydrants, vegetation, and utility features as shown in **Figure 5**. These sidewalk obstructions narrow the pedestrian paths and may create mobility challenges for some users.



(A) Fire hydrant on the north side of the corridor, east of Oakland St



(B) Power poles on the south side of the corridor, east of Denton St

Figure 5 – Example of Sidewalk Obstructions on the Corridor

In addition to sidewalk obstructions, other deficiencies were observed. Overgrown vegetation and other debris obstructing signs and signals were consistent observations along the corridor. At some intersections the overgrown vegetation obstructed the visibility and sight distance of traffic signals and signs, specifically at the S. Bell Avenue intersection, as shown in **Figure 6**.

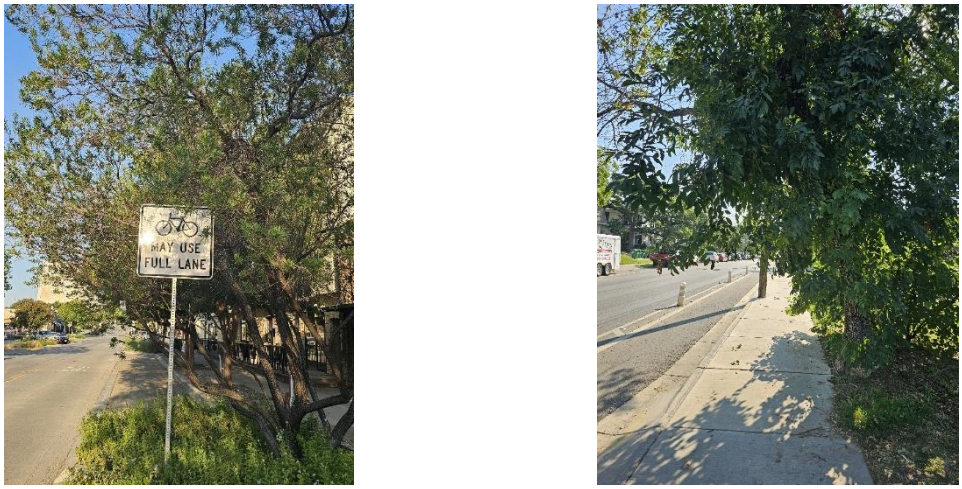


Figure 6 - Example of Overgrown Vegetation

During nighttime field observations, there were locations along the corridor that were dark, as shown in **Figure 7**. Throughout the corridor, the light poles alternate on which side of the street they are located which resulted on different levels of lighting along the corridor. Based on the site observations, there are not enough light poles to adequately illuminate the roadway.

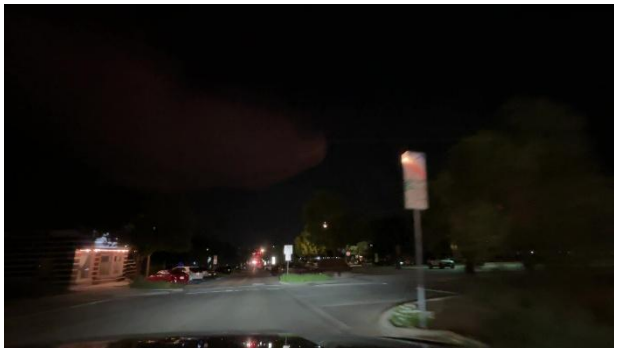
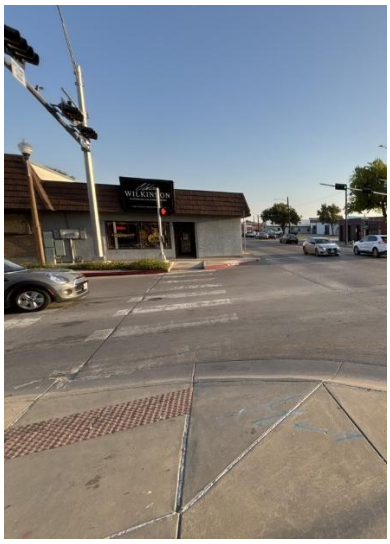


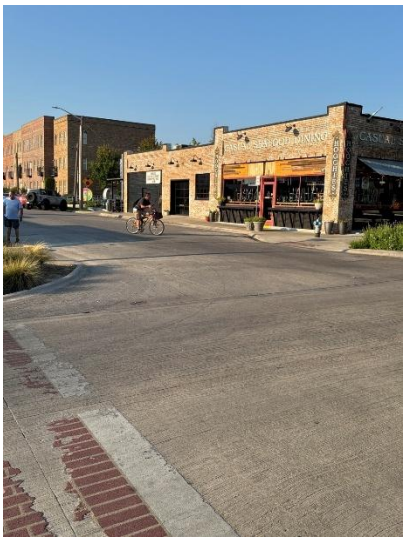
Figure 7 – Example of Insufficient Lighting

Intersection Observations

At intersections, both signalized and stop-controlled, there was a lack of crosswalks, existing marked crosswalks were faded, or directional curb ramps with detectable warning surfaces were missing. Faded or missing crosswalks were frequent along the entire corridor, more specifically east of the Carroll Boulevard intersection (**Figure 8**).



(A) Faded Crosswalk at S Bell Ave.



(B) Missing crosswalk at Industrial St.

Figure 8 - Examples of Crosswalk Deficiencies

Many intersections along this corridor do not have retroreflective backplates on the signal heads, as shown in **Figure 9**. Adding a reflective border around the signal head increases visibility of the traffic signals, especially at night or in poor weather conditions.





Figure 9 - Example of Missing Retroreflective Backplates



At the Cedar Street intersection, there was a sight distance issue due to the tall planters located close to the intersection (**Figure 10**). The location of the planters blocks drivers' view of pedestrians trying to cross the street safely when the drivers are approaching the intersection and trying to turn left onto Cedar Street. The planters should be relocated to provide adequate sight distance.

Figure 10 - Planters at Cedar St.

Another common observation was pedestrian visibility issues or "daylighting", particularly at crossings where parking is near the intersections. Several intersections along the corridor do not have physical bulb outs which creates a longer crossing distance and where a pedestrian starts to cross is hidden by the parked vehicles (**Figure 11**).

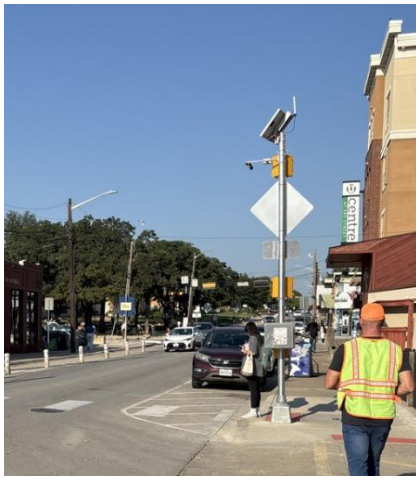


Figure 11 – Example of on-street parking

POTENTIAL COUNTERMEASURES

From the field observations, potential countermeasures were identified to address safety issues in the corridor. All recommended countermeasures were summarized in the Recommendations Table, which lists the type of recommendation, the location, detailed observations, and detailed recommendations. To accompany the Recommendations Table, a Recommendations Summary Exhibit was created to provide a visual summary of all countermeasures. Unique IDs were given to each recommendation using the key map shown in **Figure 12**. Intersections were labeled based on the order of their appearance, proceeding from west to east along the corridor. Segment recommendations were assigned IDs based on their limits and the order in which they appeared on the Recommendation Summary Exhibit. Similarly to segment recommendations, spot recommendations were assigned IDs based on their locations between intersections and order of appearance. **Figure 20** provides a visual summary of all countermeasures and their locations in the corridor. Accompanying the figure, **Table 3** provides more detailed information on what was observed, how the observations influenced the countermeasure selection, and a detailed description of the countermeasure. The countermeasures described in the following sections are not a complete list of all recommended countermeasures.



Figure 12 – W. Hickory Street Corridor's Intersections Key Map

Short-Term

One of the most common observations in the corridor was the obstructed sidewalks. Sidewalks were primarily obstructed by overgrown vegetation or gravel debris. All sidewalks should be cleared of obstructions to ensure a clear walkway with no tripping hazards. All overgrown vegetation should be trimmed, all debris should be swept off the sidewalk, and all obstructing utility poles and infrastructure should be relocated.

At various signalized intersections on the corridor, it is recommended to install retroreflective backplates (**Figure 13**) on all signal heads to increase driver awareness when approaching the intersection, especially at night or in certain weather conditions. Retroreflective backplates are currently not present on all signal heads at the signalized intersections.

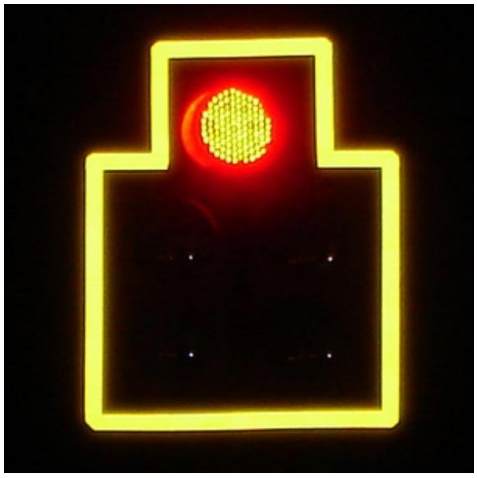


Figure 13 – Example of a Retroreflective Backplate
Source: FHWA Proven Safety Countermeasures

To address faded crosswalks and pavement markings seen throughout the corridor, the RSA Team recommends all crosswalks and pavement markings be refreshed. At key intersections (signalized or high pedestrian crossings), it is recommended to install high-visibility crosswalks (**Figure 14**). This would aid in pedestrian visibility at intersections. Pavement markings to be refreshed would also include stop bars at intersections and turn-lane markings.



Figure 14 - Example of a High Visibility Crosswalk

Other signage improvements include adding pedestrian signage at pedestrian crossings to alert drivers, adding 'STOP HERE TO PEDS' signs (**Figure 15**) and signs with a pedestrian crossing symbol. All signs should meet TMUTCD size, color and placement requirements to ensure they are visible and being used correctly. More information on signage recommendations along the corridor is available in **Table 3**.



Figure 15 - Example of "STOP HERE FOR PEDESTRIANS" Sign
Source: MUTCD

Long-Term

Throughout the corridor, various intersections had either non-compliant or missing curb ramps. To create safe crossings for vulnerable road users, the RSA Team recommends that directional, accessible curb ramps with detectable warning surfaces be installed where necessary. **Figure 16** shows an example of the curb ramps that are recommended for implementation.

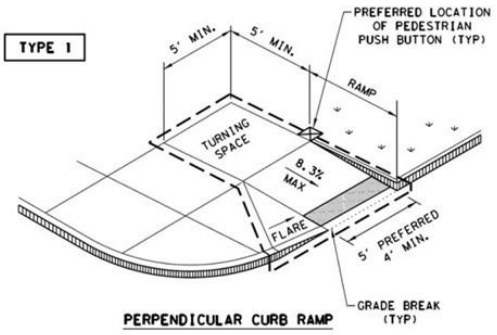


Figure 16 - Example of Directional and Accessible Curb Ramps with Detectable Warning Surfaces

At intersections with on-street parking it is recommended to add corner bulb outs, as seen in **Figure 17**. Corner bulb-outs shorten the crossing distance for pedestrians, allow pedestrians to see past parked vehicles along the street, and improve sight distance between drivers and pedestrians.

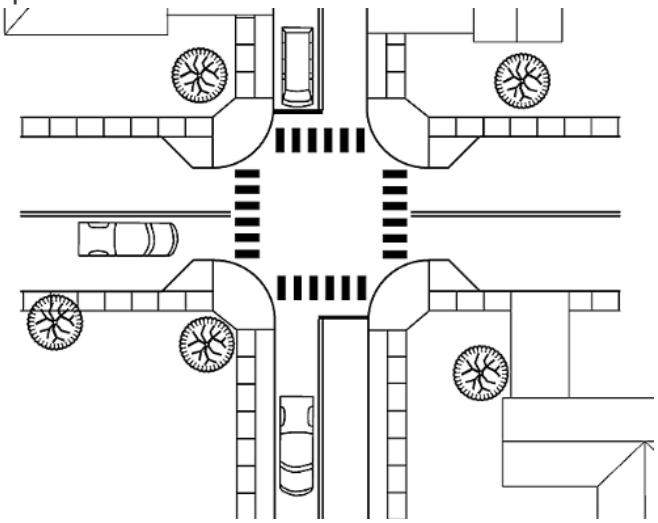


Figure 17 - Example of Corner Bulb Outs

At the access driveway east of Fry Street, pedestrians were not always using the push buttons on the existing rectangular rapid flashing beacon to cross W. Hickory Street, and vehicles were observed not yielding to pedestrians crossing the street. An enhanced pedestrian crossing increases pedestrian visibility and provides clear warnings for drivers of pedestrians. The RSA Team recommends to conduct a study to evaluate this location for an upgrade to a Pedestrian Hybrid Beacon (**Figure 18**), based on existing pedestrian activity and drivers' behavior.

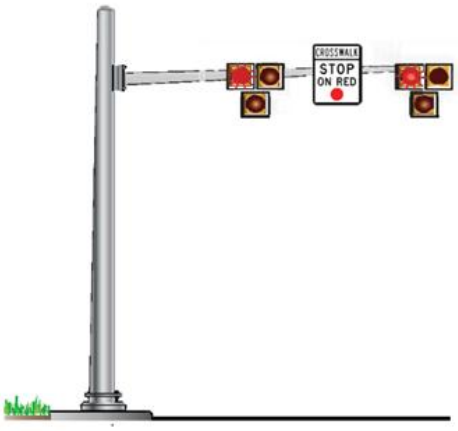


Figure 18 - Example of a Pedestrian Hybrid Beacon

Street lighting was a corridor-wide issue observed by the RSA team during nighttime observations. The existing luminaires alternate which side of the street they are located on and resulted in insufficient lighting in some segments of the corridor and at some crosswalks. The corridor should have a consistent, uniformly spaced number of lighting fixtures along the limits of the corridor (**Figure 19**). A lighting study ensures that the roadway and pedestrian facilities are properly covered by street lighting, resulting in improved visibility of drivers and pedestrians at nighttime.

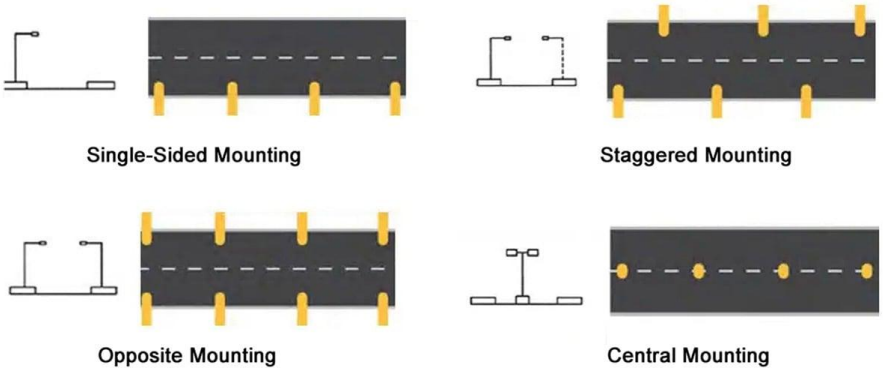


Figure 19 – Street Light Mounting Options

Hickory Street - Denton, TX

Recommendations Exhibit | Limits: Avenue C to S Bell Avenue

Corridor-wide Recommendations

- Add Retroreflective Backplates
- Add Bike Lane Markings
- Lighting Photometric Study
- Fill-In Landscape Beds (from Cedar St to Bell Ave)

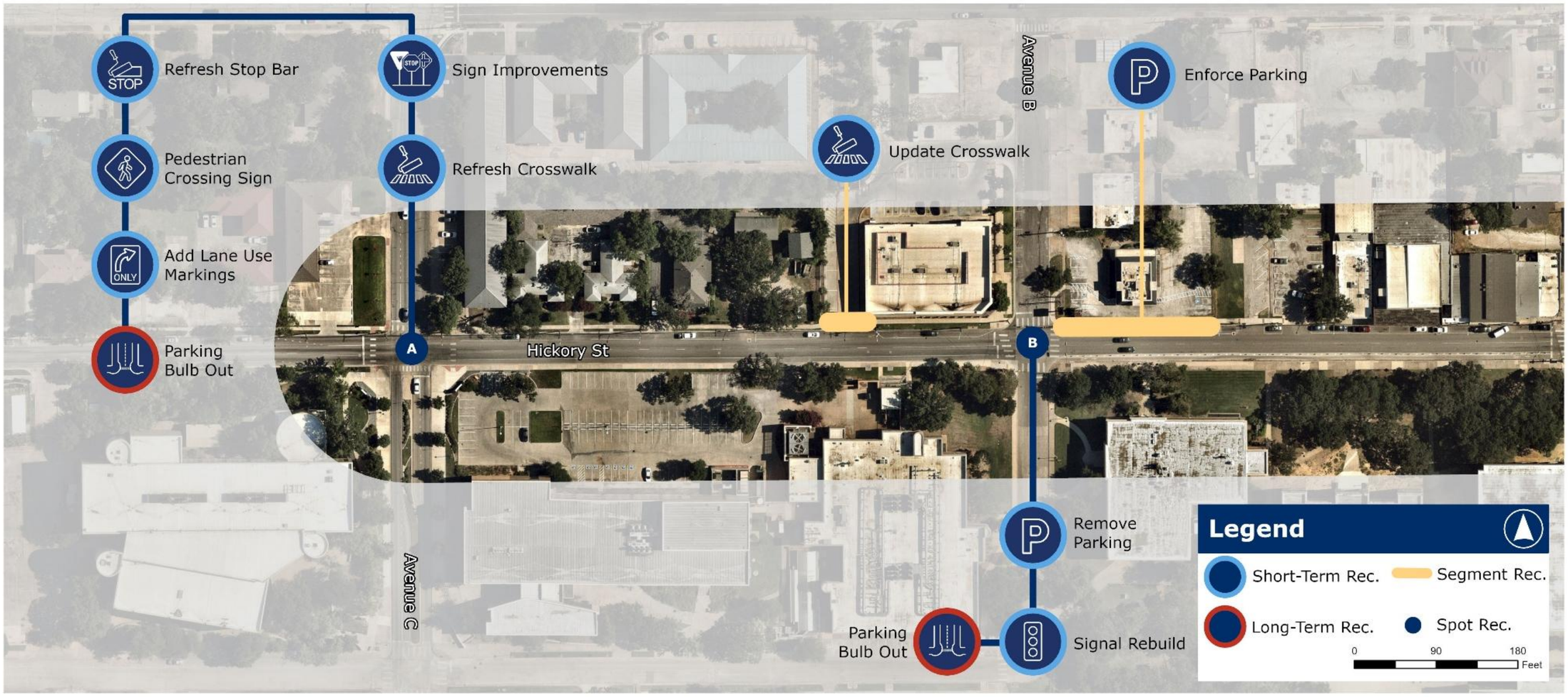


Figure 20 - Recommendations Exhibit (Page 1 of 5)

Hickory Street - Denton, TX

Recommendations Exhibit | Limits: Avenue C to S Bell Avenue

Corridor-wide Recommendations

Add Retroreflective Backplates

Add Bike Lane Markings

Lighting Photometric Study

Fill-In Landscape Beds
(from Cedar St to Bell Ave)



Figure 20 - Recommendations Exhibit (Page 2 of 5)

Hickory Street - Denton, TX

Recommendations Exhibit | Limits: Avenue C to S Bell Avenue

Corridor-wide Recommendations

Add Retroreflective Backplates

Add Bike Lane Markings

Lighting Photometric Study

Fill-In Landscape Beds (from Cedar St to Bell Ave)



Figure 20 - Recommendations Exhibit (Page 3 of 5)

Hickory Street - Denton, TX

Recommendations Exhibit | Limits: Avenue C to S Bell Avenue

Corridor-wide Recommendations

Add Retroreflective Backplates

Add Bike Lane Markings

Lighting Photometric Study

Fill-In Landscape Beds
(from Cedar St to Bell Ave)

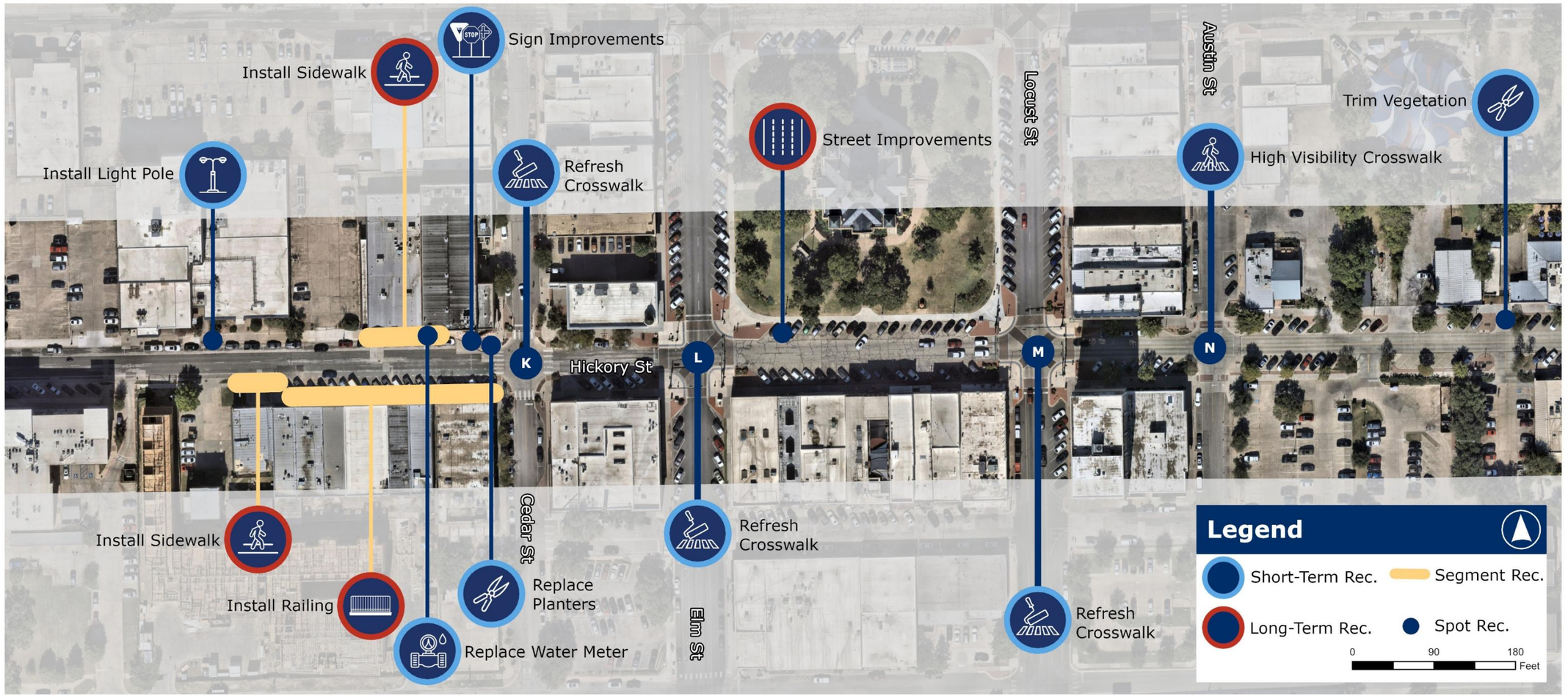


Figure 20 - Recommendations Exhibit (Page 4 of 5)

Hickory Street - Denton, TX

Recommendations Exhibit | Limits: Avenue C to S Bell Avenue

Corridor-wide Recommendations

Add Retroreflective Backplates

Add Bike Lane Markings

Lighting Photometric Study

Fill-In Landscape Beds
(from Cedar St to Bell Ave)

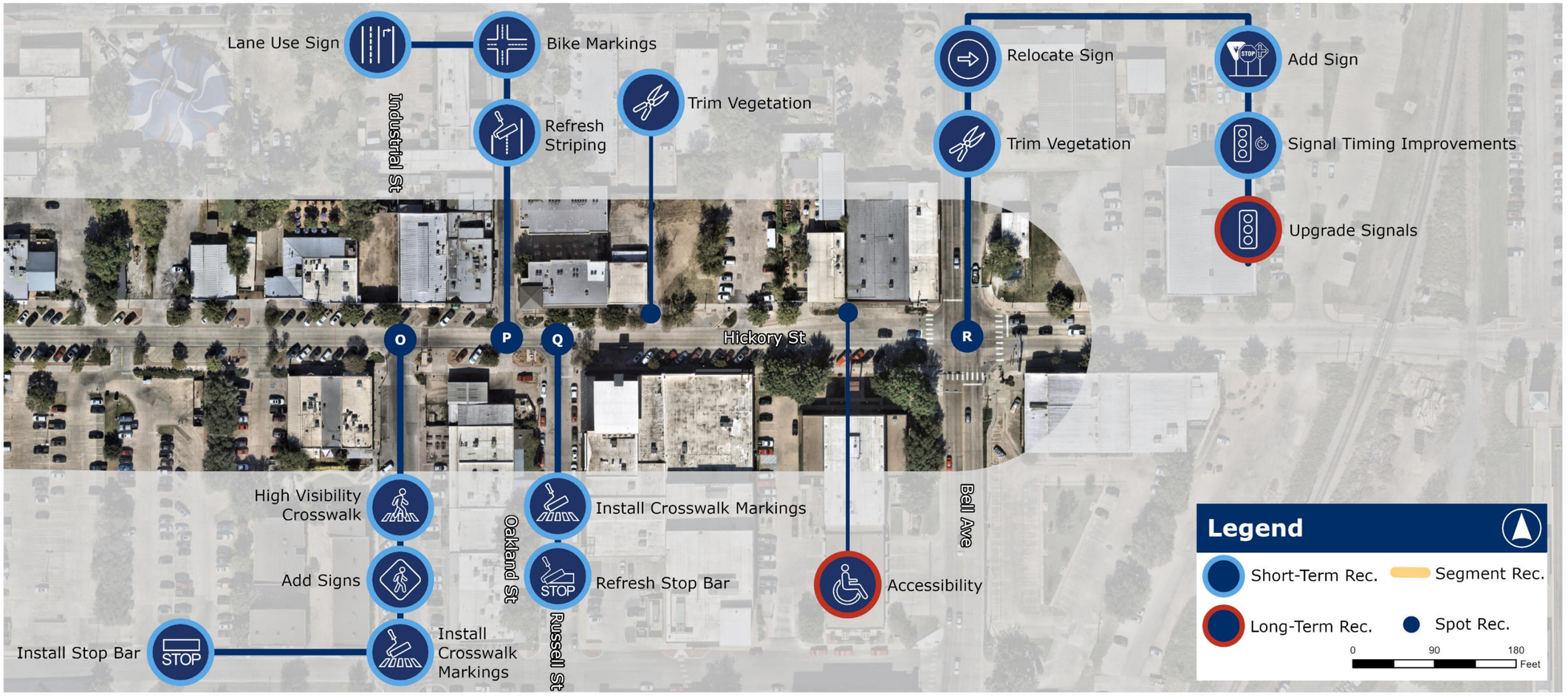


Figure 20 - Recommendations Exhibit (Page 5 of 5)

Table 3 - Recommendations Table (Page 1 of 4)

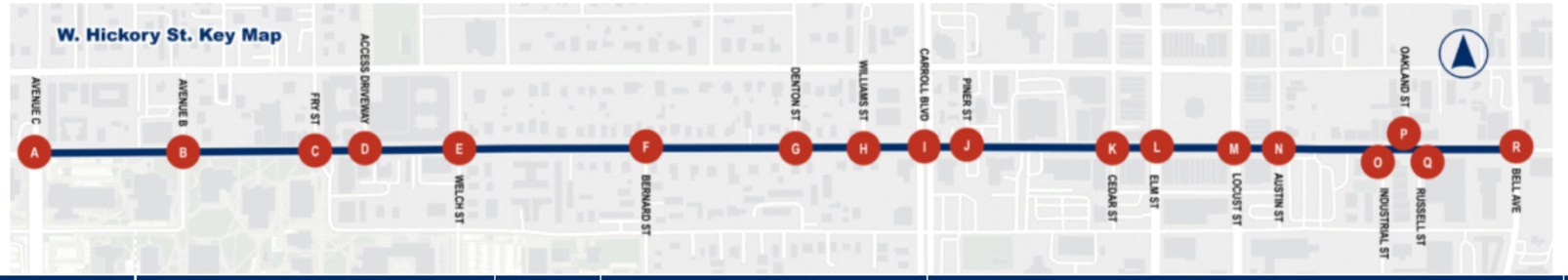
Recommendations for W. Hickory St. from Avenue C to S. Bell Ave. in Denton, TX



ID	Study Corridor	Context	Location	Timeline	Simplified Recommendation	Detailed Observation/Recommendation	Countermeasure On Page
1.1	Hickory St	Corridor-Wide	Along the corridor	Short	Add Retroreflective Backplates	**Observation:** Signal heads do not have retroreflective backplates **Recommendation:** Install retroreflective backplates to all signal heads	All Sheets
1.2	Hickory St	Corridor-Wide	Along the corridor	Short	Add Bike Lane Markings	**Observation:** Few bike lane symbols are present throughout the corridor. **Recommendation:** Install additional bike lane symbols spaced at 250' between Avenue C and Carroll Avenue. Install conflict green pavement markings at streets designated by the city.	All Sheets
1.3	Hickory St	Corridor-Wide	Along the corridor	Short	Lighting Photometric Study	**Observation:** The corridor has existing street lighting but the light poles alternate on which side of the street they are located. During the nighttime observation, there were locations along the corridor that were dark. **Recommendation:** Perform a lighting photometric study to determine appropriate lighting upgrades.	All Sheets
1.4	Hickory St	Corridor-Wide	From Cedar St to Bell Ave	Short	Fill-in Landscape Beds	**Observation:** Landscape beds have eroded and missing either mulch or landscape rock making them not level with the sidewalk **Recommendation:** Fill in landscape beds with rocks or mulch to be at level with the sidewalk	Sheet 4 & 5
A.1	Hickory St	Intersection	Avenue C	Short	Refresh Crosswalk	**Observation:** Existing crosswalk pavement markings are faded **Recommendation:** Refresh existing crosswalk pavement markings on all crossings	Sheet 1
A.2	Hickory St	Intersection	Avenue C	Short	Sign Improvements	**Observation:** Existing "Wrong Way" signs are small and not visible **Recommendation:** Add new "Wrong Way" signs (36"x24") on the back of the stop signs on the eastbound approach	Sheet 1
A.3	Hickory St	Intersection	Avenue C	Short	Refresh Stop Bar	**Observation:** Existing stop bar pavement markings are faded **Recommendation:** Refresh existing stop bar pavement markings on all approaches	Sheet 1
A.4	Hickory St	Intersection	Avenue C	Short	Pedestrian Crossing Sign	**Observation:** No pedestrian signage for the east pedestrian crossing **Recommendation:** Add pedestrian signage (W11-2) on the east crossing	Sheet 1
A.5	Hickory St	Intersection	Avenue C	Short	Add Lane Use Markings	**Observation:** No lane use signage or pavement markings on any approach, it can be confusing for drivers **Recommendation:** Add arrow pavement markings throughout the intersection to make it more clear for drivers	Sheet 1
A.6	Hickory St	Intersection	Avenue C	Long	Parking Bulb Out	**Observation:** On-street parking is not physically separated at the intersections. Currently only striping. **Recommendation:** Recommend bulbing the northeast and northwest corners to provide a physical barrier for the on-street parking. This will also shorten the crossing distance for pedestrians.	Sheet 1
AB.1	Hickory St	Segment	North side of Hickory St at the CVS driveway; west of Avenue B	Short	Update Crosswalk	**Observation:** Existing crosswalk pavement markings at the CVS driveway are blue and do not comply with TMUTCD guidelines **Recommendation:** Update the existing crosswalk pavement markings to be in accordance with the TMUTCD	Sheet 1
B.1	Hickory St	Intersection	Avenue B	Short	Remove Parking	**Observation:** There are two vehicle parking space between Avenue B and the second driveway on the northeast corner of the intersection that are too close to the intersection and not needed. **Recommendation:** Remove parking space on the northeast corner	Sheet 1
B.2	Hickory St	Intersection	Avenue B	Short	Signal Rebuild	**Observation:** Existing signals are cable mounted and there are no pedestrian push buttons **Recommendation:** Full signal rebuild (this intersection is currently either being designed or about to go to construction for a full signal rebuild)	Sheet 1
B.3	Hickory St	Intersection	Avenue B	Long	Parking Bulb Out	**Observation:** On-street parking is not physically separated at the intersections. Currently only striping. **Recommendation:** Recommend bulbing the northeast and northwest corners to provide a physical barrier for the on-street parking. This will also shorten the crossing distance for pedestrians.	Sheet 1
BC.1	Hickory St	Segment	North side of Hickory St; east of Avenue B	Short	Enforce Parking	**Observation:** Vehicles park illegally in front of the parking lot in front of an abandoned business **Recommendation:** Enforce no parking zone along this segment	Sheet 1
C.1	Hickory St	Intersection	Fry St	Short	Leading Pedestrian Interval	**Observation:** Pedestrians needed more time to cross Hickory St on the east crossing of the intersection. This location was a high pedestrian crossing location. **Recommendation:** Add a leading pedestrian interval to allow pedestrians to cross Hickory St safely	Sheet 2

Table 3 - Recommendations Table (Page 2 of 4)

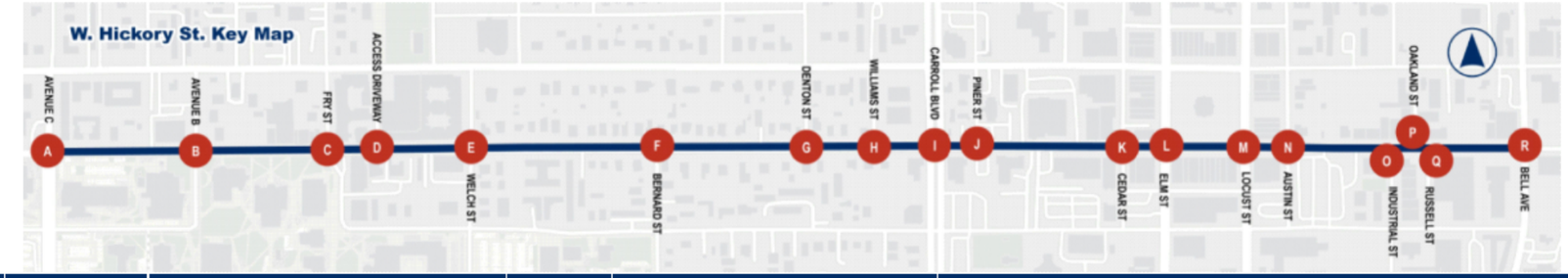
Recommendations for W. Hickory St. from Avenue C to S. Bell Ave. in Denton, TX



ID	Study Corridor	Context	Location	Timeline	Simplified Recommendation	Detailed Observation/Recommendation	Countermeasure On Page
C.2	Hickory St	Intersection	Fry St	Long	Parking Bulb Out	**Observation:** On-street parking is not physically separated at the intersections. Currently only striping. **Recommendation:** Recommend bulbing the northeast and northwest corners to provide a physical barrier for the on-street parking. This will also shorten the crossing distance for pedestrians.	Sheet 2
D.1	Hickory St	Intersection	Access Driveway	Short	Update Crosswalk	**Observation:** Existing crosswalk pavement markings at the access driveway are yellow and do not comply with TMUTCD. **Recommendation:** Update the existing crosswalk pavement markings to be in accordance with the TMUTCD.	Sheet 2
D.2	Hickory St	Intersection	Access Driveway	Long	Upgrade Crossing to RRFB or PHB	**Observation:** Pedestrians were observed not using the ped push buttons to cross Hickory St. **Recommendation:** Recommend upgrading the crossing to either a RRFB or PHB with pedestrian detection.	Sheet 2
D.3	Hickory St	Intersection	Access Driveway	Long	Parking Bulb Out	**Observation:** On-street parking is not physically separated at the intersections. Currently only striping. **Recommendation:** Recommend bulbing the northeast and northwest corners to provide a physical barrier for the on-street parking. This will also shorten the crossing distance for pedestrians.	Sheet 2
DE.1	Hickory St	Spot	South side of Hickory St; east of Access Driveway	Short	Fix Pedestrian Flasher	**Observation:** South side flashers do not work **Recommendation:** Fix south side flashers	Sheet 2
DE.2	Hickory St	Spot	Across Hickory St	Short	High Visibility Crosswalk	**Observation:** Crosswalk pavement markings are not very visible. Sun makes it hard to see the existing crosswalk markings **Recommendation:** Install high visibility crosswalk markings on the east pedestrian crossing	Sheet 2
E.1	Hickory St	Intersection	Welch St		Pedestrian Curb Ramp	**Observation:** Existing pedestrian curb ramp on the northeast corner has a drainage issue **Recommendation:** Install pedestrian curb ramp with appropriate cross slope to mitigate drainage issue.	Sheet 2
E.2	Hickory St	Intersection	Welch St	Long	Parking Bulb Out	**Observation:** On-street parking is not physically separated at the intersections. Currently only striping. **Recommendation:** Recommend bulbing the northwest corner to provide a physical barrier for the on-street parking. This will also shorten the crossing distance for pedestrians.	Sheet 2
EF.1	Hickory St	Spot	South side of Hickory St; east of Welch St	Long	Accessibility	**Observation:** There is a power pole obstructing sidewalk **Recommendation:** Add additional sidewalk on the backside of the existing sidewalk to provide adequate pedestrian sidewalk width.	Sheet 2
EF.2	Hickory St	Spot	South side of Hickory St; west of Bernard St	Short	Pedestrian Bus Pad	**Observation:** No existing pedestrian transit platform for bus stop in eastbound direction **Recommendation:** Install a pedestrian transit platform at existing eastbound bus stop	Sheet 2
F.1	Hickory St	Segment	Bernard St	Long	Install Sidewalk	**Observation:** Missing sidewalk along the west side of Bernard St just south of Hickory St **Recommendation:** Install sidewalk on the west side of Bernard St going south of Hickory St	Sheet 2
FG.1	Hickory St	Spot	South side of Hickory St; east of Bernard St	Short	Trim Vegetation	**Observation:** Vegetation is blocking sidewalk path. **Recommendation:** Trim the vegetation on the south side of Hickory St.	Sheet 3
FG.2	Hickory St	Spot	South side of Hickory St; west of Denton St	Short	Trim Vegetation	**Observation:** Vegetation is blocking sidewalk path. **Recommendation:** Trim the vegetation on the south side of Hickory St.	Sheet 3
G.1	Hickory St	Intersection	Denton St	Short	Refresh Crosswalk	**Observation:** Existing crosswalk pavement markings are faded **Recommendation:** Refresh existing crosswalk pavement markings on the north crossing	Sheet 3
G.2	Hickory St	Intersection	Denton St	Short	Refresh Stop Bar	**Observation:** Existing stop bar pavement markings are faded **Recommendation:** Refresh existing stop bar pavement markings on all approaches	Sheet 3
GH.1	Hickory St	Spot	South side of Hickory St; east of Denton St	Long	Accessibility	**Observation:** There are two power poles obstructing sidewalk **Recommendation:** Add additional sidewalk on the backside of the existing sidewalk to provide adequate pedestrian sidewalk width.	Sheet 3
GH.2	Hickory St	Spot	North side of Hickory St; east of Denton St	Short	Trim Vegetation	**Observation:** Vegetation is blocking sidewalk path **Recommendation:** Trim the vegetation on the north side of Hickory St	Sheet 3

Table 3 - Recommendations Table (Page 3 of 4)

Recommendations for W. Hickory St. from Avenue C to S. Bell Ave. in Denton, TX



ID	Study Corridor	Context	Location	Timeline	Simplified Recommendation	Detailed Observation/Recommendation	Countermeasure On Page
H.1	Hickory St	Intersection	Williams St	Short	Refresh Crosswalk	**Observation:** Existing crosswalk pavement markings are faded **Recommendation:** Refresh existing crosswalk pavement markings at the north crossing	Sheet 3
I.1	Hickory St	Intersection	Carroll Blvd	Short	APS Push Buttons	**Observation:** Push buttons at intersection are not APS push buttons **Recommendation:** Install APS pedestrian push buttons at every signal	Sheet 3
I.2	Hickory St	Intersection	Carroll Blvd	Long	Modify Bulb Out	**Observation:** Existing bulb out on the northeast corner is the just the ramp extending out into the roadway **Recommendation:** Modifying bulb out up to the gas station driveway. This will require inlet/drainage improvements as well.	Sheet 3
IJ.1	Hickory St	Segment	South side of Hickory St; median between vehicle lane and bike lane	Short	Bike Lane Median Improvements	**Observation:** Pavement markings on median between the bike lane and the travel lane are faded. **Recommendation: Refresh** pavement markings on the bike lane median and replace existing bollard with new bollard as the existing one is damaged.	Sheet 3
IJ.2	Hickory St	Segment	North side of Hickory St; from Carroll Blvd to Piner St	Long	Install Sidewalk	**Observation:** Existing sidewalk is broken and cracking. **Recommendation:** Install 105' of accessible sidewalk	Sheet 3
J.1	Hickory St	Intersection	Piner St	Short	Refresh Crosswalk	**Observation:** Existing crosswalk pavement markings are faded **Recommendation:** Refresh existing crosswalk pavement markings at the north crossing	Sheet 3
J.2	Hickory St	Intersection	Piner St	Short	Detectable Warning Surface	**Observation:** Existing detectable warning surfaces on the north crossing does not extend the full width of the ramp. **Recommendation:** Extend the detectable warning surface the full width of the ramp.	Sheet 3
J.3	Hickory St	Intersection	Piner St	Long	Remove Curb Ramp	**Observation:** Existing curb ramp on the northeast corner going south does not have a corresponding curb ramp across the street **Recommendation:** Remove existing curb ramp going south on the northeast corner	Sheet 3
JK.1	Hickory St	Spot	North side of Hickory St; west of Cedar St	Short	Install Light Pole	**Observation:** Existing light pole missing **Recommendation:** Install new light pole on existing light pole foundation	Sheet 4
JK.2	Hickory St	Segment	South side of Hickory St; west of Cedar St	Long	Install Sidewalk	**Observation:** Existing sidewalk is broken and cracking **Recommendation:** Install 65' of accessible sidewalk	Sheet 4
JK.3	Hickory St	Segment	South side of Hickory St; west of Cedar St	Long	Install Railing	**Observation:** There is a steep drop from existing sidewalk to on-street parking **Recommendation:** Install railing to physically separate sidewalk and on-street parking, and curb stops. Railing should have interval openings for access to the parking.	Sheet 4
JK.4	Hickory St	Segment	North side of Hickory St; west of Cedar St	Long	Install Sidewalk	**Observation:** Existing sidewalk is broken and cracking **Recommendation:** Install 90' of accessible sidewalk	Sheet 4
JK.5	Hickory St	Spot	North side of Hickory St; west of Cedar St	Short	Replace Water Meter	**Observation:** Existing water meter has a broken cap **Recommendation:** Replace water meter cap	Sheet 4
JK.6	Hickory St	Spot	North side of Hickory St; west of Cedar St	Short	Sign Improvements	**Observation:** Existing sign is "YIELD TO PEDS" which is not up to the current Texas standard. **Recommendation:** Upgrade to "STOP HERE TO PEDS" signs on both sides of the street	Sheet 4
JK.7	Hickory St	Spot	North side of Hickory St; west of Cedar St	Short	Replace Planters	**Observation:** Existing planters and vegetation impact sight distance for vehicles and pedestrians **Recommendation:** Replace planters and vegetation with lower profile plants and vegetation to improve sight distance	Sheet 4
K.1	Hickory St	Intersection	Cedar St	Short	Refresh Crosswalk	**Observation:** Existing crosswalk pavement markings are faded **Recommendation:** Refresh existing crosswalk pavement markings on the west crossing	Sheet 4
L.1	Hickory St	Intersection	Elm St	Short	Refresh Crosswalk	**Observation:** Existing crosswalk pavement markings are faded **Recommendation:** Refresh existing crosswalk pavement markings throughout the intersection	Sheet 4
LM.1	Hickory St	Spot	North side of Hickory St; east of Elm St	Long	Street Improvements	**Observation:** Existing parking pavement has sunk and resulted in a drainage problem **Recommendation:** Replace panel of parking pavement to provide positive drainage	Sheet 4

Table 3 - Recommendations Table (Page 4 of 4)

Recommendations for W. Hickory St. from Avenue C to S. Bell Ave. in Denton, TX



ID	Study Corridor	Context	Location	Timeline	Simplified Recommendation	Detailed Observation/Recommendation	Countermeasure On Page
M.1	Hickory St	Intersection	Locust St	Short	Refresh Crosswalk	**Observation:** Existing crosswalk pavement markings are faded **Recommendation:** Refresh existing crosswalk pavement markings throughout the intersection	Sheet 4
N.1	Hickory St	Intersection	Austin St	Short	High Visibility Crosswalk	**Observation:** Crosswalk pavement markings are faded **Recommendation:** Install high visibility crosswalk markings on all the pedestrian crossings	Sheet 4
NO.1	Hickory St	Spot	North side of Hickory St; east of Austin St	Short	Trim Vegetation	**Observation:** Vegetation is blocking pedestrian path **Recommendation:** Trim the vegetation on the north side of Hickory St	Sheet 4
O.1	Hickory St	Intersection	Industrial St	Short	High Visibility Crosswalk	**Observation:** East crosswalk pavement markings are faded **Recommendation:** Replace east crosswalk pavement markings with high visibility crosswalk markings	Sheet 5
O.2	Hickory St	Intersection	Industrial St	Short	Add Signs	**Observation:** There are no pedestrian signs on the east crossing **Recommendation:** Upgrade to "STOP HERE TO PEDS" signs on both sides of the street	Sheet 5
O.3	Hickory St	Intersection	Industrial St	Short	Install Crosswalk Markings	**Observation:** There are no crosswalk markings on the south crossing **Recommendation:** Install crosswalk pavement markings on the south pedestrian crossing	Sheet 5
O.4	Hickory St	Intersection	Industrial St	Short	Install Stop Bar	**Observation:** There is not stop bar on the south approach of the intersection **Recommendation:** Install stop bar on the south approach	Sheet 5
P.1	Hickory St	Intersection	Oakland St	Short	Refresh Striping	**Observation:** Existing roadway striping is faded **Recommendation:** Refresh roadway striping	Sheet 5
P.2	Hickory St	Intersection	Oakland St	Short	Bike Markings	**Observation:** The two-way cycle track along Oakland St north of Hickory lacks signage and protection from vehicular traffic **Recommendation:** Add bicycle buffer between the bike lanes and the travel lane.	Sheet 5
P.3	Hickory St	Intersection	Oakland St	Short	Lane Use Sign	**Observation:** Lane use on the north approach is not very clear to users **Recommendation:** Add a lane use sign to the north approach	Sheet 5
Q.1	Hickory St	Intersection	Russell St	Short	Install Crosswalk Markings	**Observation:** There are no crosswalk markings on the south crossing **Recommendation:** Install crosswalk pavement markings on the south pedestrian crossing	Sheet 5
Q.2	Hickory St	Intersection	Russell St	Short	Refresh Stop Bar	**Observation:** The stop bar on the south approach of the intersection is faded **Recommendation:** Refresh stop bar on the south approach	Sheet 5
QR.1	Hickory St	Spot	North side of Hickory St; east of Russell St	Short	Trim Vegetation	**Observation:** Vegetation is blocking pedestrian path **Recommendation:** Trim the vegetation on the north side of Hickory St	Sheet 5
QR.3	Hickory St	Spot	North side of Hickory St; west of Bell Ave	Long	Accessibility	**Observation:** Existing drainage flume is a tripping hazard **Recommendation:** Add metal plate over the drainage flume to have an even surface and meet accessibility requirements	Sheet 5
R.1	Hickory St	Intersection	Bell Ave	Short	Trim Vegetation	**Observation:** Vegetation is blocking traffic signal and " NO RIGHT TURN ON RED" sign, and is blocking pedestrian path **Recommendation:** Trim the vegetation on the southwest and northeast corners of the intersection	Sheet 5
R.2	Hickory St	Intersection	Bell Ave	Short	Relocate Sign	**Observation:** The "NO RIGHT TURN ON RED" sign on the west approach is blocked by a tree **Recommendation:** Relocate the "NO RIGHT TURN ON RED" sign to the pedestrian pole	Sheet 5
R.3	Hickory St	Intersection	Bell Ave	Short	Add Sign	**Observation:** Vehicles block the intersection and cause traffic to back up on the south side of the intersection **Recommendation:** Add "DO NOT BLOCK INTERSECTION" sign on the south approach of the intersection to avoid traffic back up	Sheet 5
R.4	Hickory St	Intersection	Bell Ave	Short	Signal Timing Improvements	Observation: Vehicle queues from McKinney Avenue back up through Hickory at Bell intersection. Recommendation: Recommend evaluating signal timing at McKinney Avenue and Bell Avenue to help with queues along Bell Avenue.	Sheet 5
R.5	Hickory St	Intersection	Bell Ave	Long	Upgrade Signals	**Observation:** Current intersection signals do not have a vehicle detection system **Recommendation:** Add vehicle detection system to signal upgrade	Sheet 5

Crash Modification Factors and Cost Estimates

Since the RSA identified several countermeasures for W. Hickory Street, prioritization based on the effectiveness and cost of these countermeasures will help guide thoughtful implementation. **Appendix C** provides a list of common countermeasures, along with their crash modification factors (CMF) and estimated costs. Crash modification factors are values that indicate the number of crashes that can be expected after a specific countermeasure is implemented. All cost estimates are approximate and intended for planning purposes only.

NEXT STEPS AND OTHER RESOURCES

The RSA plays a critical role in improving the overall safety performance of a roadway. Completing the RSA for W. Hickory Street ensured that planned recommendations were identified through a data-driven approach as well as stakeholder input. The RSA Team, and the City of Denton are committed to enhancing safety throughout the corridor for all users. Implementation effort will focus on deploying high-impact countermeasures that address identified crash patterns. Leveraging federal, local, and state funding sources will be pivotal in all implementation efforts. Additionally, the audit aims to align proposed improvements with broader Vision Zero initiatives, reinforcing the city's commitment to reducing serious crashes and improving multimodal accessibility.

Potential Funding Sources

Table 4 lists several potential funding sources that can be leveraged for implementing the identified countermeasures on W. Hickory Street. The table lists funding sources and provides information about each one's agency, local match requirements, and a short description of the program's goals.

Table 4 - Potential Funding Sources

Funding Opportunity	Agency	Local Match	Description
City Bond and/or CIP Budgets	City of Denton	N/A	Local City Bond programs and CIP budgets provide dedicated funding for roadway infrastructure projects, typically through voter-approved bonds and multi-year capital planning. These funds can be used for various roadway improvements, such as intersection upgrades, pedestrian facilities, and traffic signal enhancements.
Denton County MCIP	Denton County	50%	The Denton County Municipal Capital Improvement Program (MCIP) is a funding program available to cities within Denton County to support infrastructure improvements across the region. New projects are authorized annually based on categories such as roadway safety, regional connectivity, and pedestrian/bicyclist accessibility.
Safe Streets and Roads for All (SS4A)	USDOT	20%	A SS4A implementation grant is a federally funded program that covers the implementation of safety strategies identified in the Comprehensive Safety Action Plan (CSAP). This program can fund any roadway or intersection

Funding Opportunity	Agency	Local Match	Description
			improvements listed in the CSAP that enhance vehicle or pedestrian safety.
Highway Safety Improvement Program (HSIP)	TXDOT	10%	HSIP invests in construction and operational safety improvements for locations both on and off the state highway system. Typical improvements include traffic signal improvements, sidewalks, signage, pavement markings, and signal detection upgrades.
Better Utilizing Investments to Leverage Development (BUILD)	USDOT	20%	BUILD is a highly competitive funding opportunity that invests in planning or construction of surface transportation infrastructure projects that improve safety; environmental sustainability; quality of life; mobility and community connectivity; economic competitiveness, including tourism; state of good repair; partnership and collaboration; and innovation.
Transportation Set-Aside (TA)	TxDOT NCTCOG	20%	TxDOT and NCTCOG fund projects that focus on bike and pedestrian facilities through the TA program.
Transportation Infrastructure Finance and Innovation Act (TIFIA)	USDOT	51%	Loan opportunity that funds 49% of costs for projects with a minimum project cost of $10 million. Project-eligible facilities can include bike and pedestrian paths that connect to and are within 0.5 miles of a transit facility. This can be used to increase access and mobility for users.

Appendix:

Appendix A: Traffic Counts & Speed Data

Appendix B: Crash Narratives

Appendix C: Common Safety Countermeasure Table

VISION ZERO DENTON ACTION PLAN



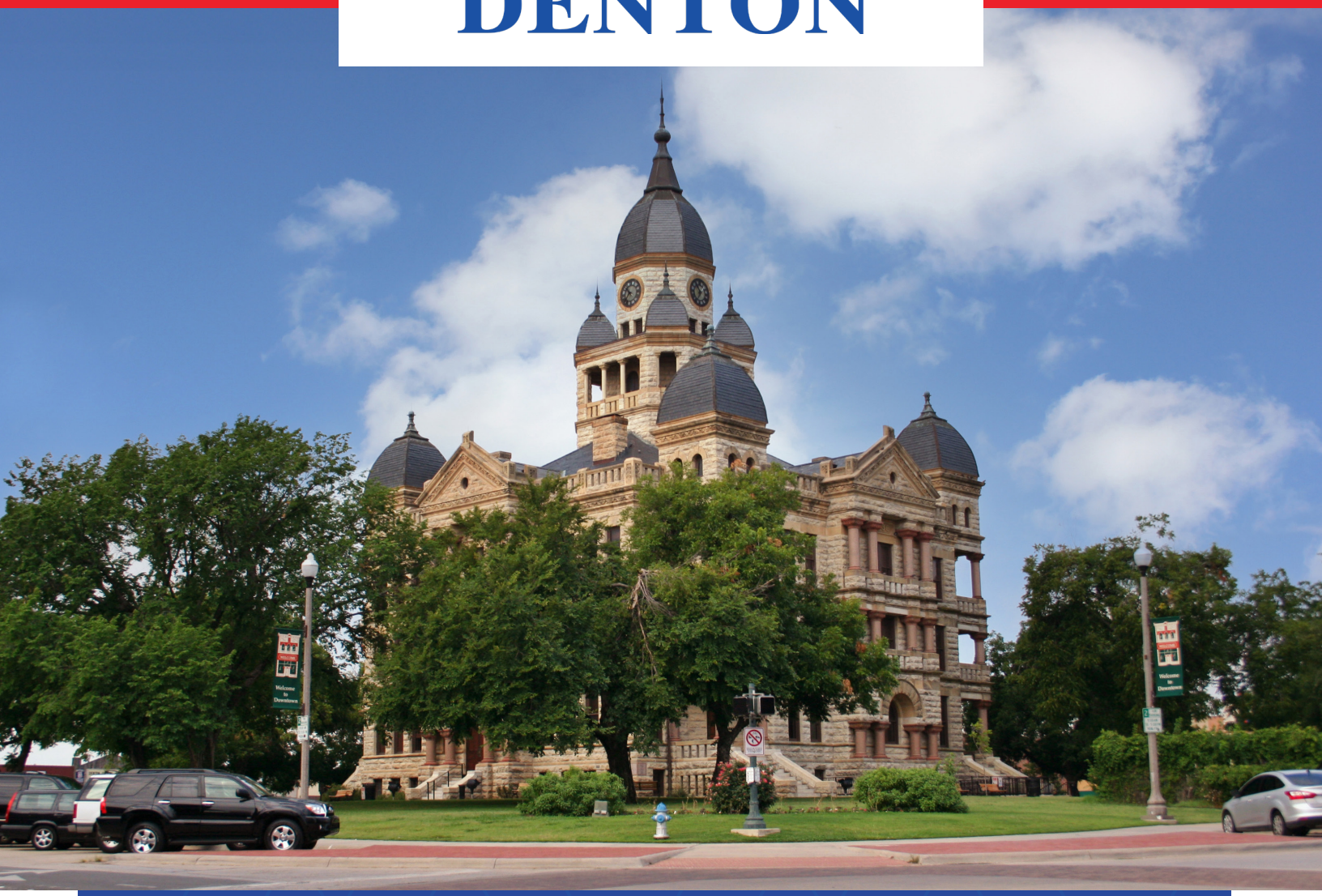
CITY OF DENTON

VISION ZERO ACTION PLAN

April 2026

Prepared for:

CITY OF DENTON



Prepared by:

Kimley»Horn

Expect More. Experience Better.

VISION ZERO DENTON ACTION PLAN

"Our mission is to create a safe, accessible, and sustainable transportation future for all Denton residents. Through data, community engagement, and innovation, we aim to eliminate fatalities and serious injuries, ensuring a network that protects and serves everyone.

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CHAPTER 1

ESTABLISHING VISION ZERO

"The Vision Zero Safety Action Plan provides City staff and local partners with a structured, data-driven approach to identify, prioritize, and implement projects that improve roadway safety.

VISION ZERO

Vision Zero is a safety strategy that aims to eliminate traffic-related fatalities and serious injuries while promoting safe, healthy, and equitable mobility for all roadway users. The approach prioritizes safe roadway design, enforcement, education, and community engagement to reduce the risk and severity of crashes. Pioneered in Europe, Vision Zero reframes traffic deaths and serious injuries as preventable outcomes rather than unavoidable consequences of the transportation system.

Unlike traditional safety approaches that emphasize individual responsibility and perfect user behavior, Vision Zero acknowledges that human error is inevitable and focuses on designing transportation systems that reduce the severity of crashes. Through a comprehensive, system-based approach to safety, **Vision Zero seeks to enhance quality of life, support public health, and improve community mobility.** While the goal of eliminating traffic-related fatalities and serious injuries is ambitious, each reduction represents meaningful progress and delivers lasting benefits to the community.

SAFETY GUIDING PRINCIPLES

The Denton Vision Zero Action Plan is guided by three core principles that support the City's goal of eliminating traffic-related fatalities and serious injuries by 2050. These principles include Vision Zero, the Safe System Approach, and the Six Es of Safety. Together, they establish a comprehensive framework for improving traffic safety across the City.

The Vision Zero Safety Action Plan provides City staff and local partners with a structured, data-driven approach to identify, prioritize, and implement projects that improve roadway safety.

HOW ARE VISION ZERO AND SS4A INTERCONNECTED?

The Safe Streets and Roads for All (SS4A) program is a federal grant program that provides funding to municipalities implementing data-driven strategies to prevent roadway fatalities and serious injuries. The program directly supports the objectives of the Denton Vision Zero Action Plan. Vision Zero defines the policy framework and safety targets, while SS4A provides the financial resources to implement projects and programs that advance the shared goal.

DENTON AND VISION ZERO

The Denton Vision Zero Plan represents a collaborative effort between the City of Denton and the community, developed over a multi-year period from 2022 to 2026. The City organized the planning process into two phases: Assessment and Action Plan. Phase 2 builds on the outcomes of Phase 1 to further the goal of eliminating traffic fatalities and serious injuries by 2050.

1

Phase 1: Vision Zero Assessment

During Phase 1, the City of Denton conducted a comprehensive assessment of existing safety-related programs across municipal departments to identify opportunities for alignment with the Vision Zero framework. The City engaged nearly 80 stakeholders from multiple agencies and organizations through a webinar, a survey, and a facilitated workshop. This assessment established a shared understanding of current conditions, clarified safety priorities, and laid a foundation for coordinated action, enabling the City to advance safety initiatives in subsequent phases efficiently.

2

Phase 2: Vision Zero Action Plan

In Phase 2, the City developed the Vision Zero Action Plan through public engagement and data-driven analysis. The City analyzed crash data and developed a High Injury Network to identify priority locations and contributing factors. The City gathered input from the Vision Zero Task Force and community members through meetings, an open house, surveys, and an interactive map. This input informed the selection of evidence-based countermeasures and the alignment of action items with the Safe System Approach's five pillars. This phase established a framework to support more detailed projects and corridor analysis in the next phase.

SAFE SYSTEM APPROACH

The Safe System Approach, first adopted in Sweden in 1997 as part of the original Vision Zero framework, provides the foundation for implementing the Denton Vision Zero Action Plan. The approach is based on six core principles that guide the development, implementation, and evaluation of safety-focused policies, programs, and projects.

Death or serious injury is unacceptable

The transportation system prioritizes eliminating crashes that result in fatalities and serious injuries over minor incidents. This principle reflects a commitment to protecting roadway users by focusing resources and strategies on preventing the most harmful outcomes and improving overall safety on public roadways.

Humans make mistakes

People inevitably make errors and decisions that can contribute to crashes. The transportation system mitigates these risks by incorporating designs and operational strategies that reduce the likelihood of errors that result in death or serious injury.

Humans are vulnerable

Human bodies have physical limits for tolerating crash forces before serious injury or death occurs. A safe transportation system recognizes these limits and applies human-centered design practices to reduce exposure to high-speed, high-impact conditions.

Responsibility is shared

Preventing traffic crashes requires shared responsibility. Government agencies at all levels, industry partners, advocacy organizations, researchers, and the general public each play a role in improving roadway safety.

Safety is proactive

Emphasizes proactive safety strategies that identify and address risks before crashes occur. Data-driven tools and preventive measures guide investments and interventions to mitigate safety risks across the transportation network.

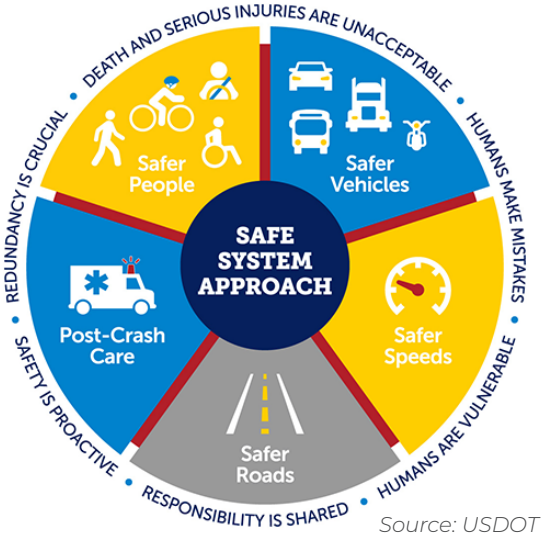
Redundancy is crucial

A resilient transportation system strengthens all elements of safety so that if one element fails, others continue to protect roadway users. Redundancy across system components prevents widespread failure and ensures consistent protection for all users.

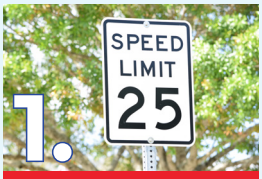
The Safe System Approach is a principles-based approach designed to eliminate fatal and serious injuries. The approach recognizes that human error is inevitable and focuses on safety planning strategies to reduce the likelihood of crashes and limit their severity when they occur. To achieve this, the Safe System Approach establishes multiple complementary layers of protection. The Swiss Cheese Model illustrates this concept by demonstrating how overlapping safety layers create system-wide redundancy. Although gaps or failures may occur within individual components, the system continues to function, preventing isolated errors from resulting in fatal or serious injury outcomes.

Implementation strategies include context-sensitive roadway design, speed management, physical separation between motor vehicles and other roadway users, and the integration of vehicle safety technologies. To support these strategies, the U.S. Department of Transportation identifies five complementary objectives that guide implementation, as detailed below:

Figure 1.1. The Safe System Approach



Source: USDOT



1. Safer Speeds

Focus on reducing vehicle speeds to enhance roadway safety by increasing drivers' reaction times, improving visibility, and boosting survival rates during crashes.



2. Safer Roads

Achieved through a collaborative approach that integrates roadway planning, design, construction, maintenance, operations, and safety countermeasures to improve safety.



3. Safer People

Promote safe and responsible roadway behavior by complying with traffic laws and regulations, helping all users reach their destinations safely.



4. Safer Vehicles

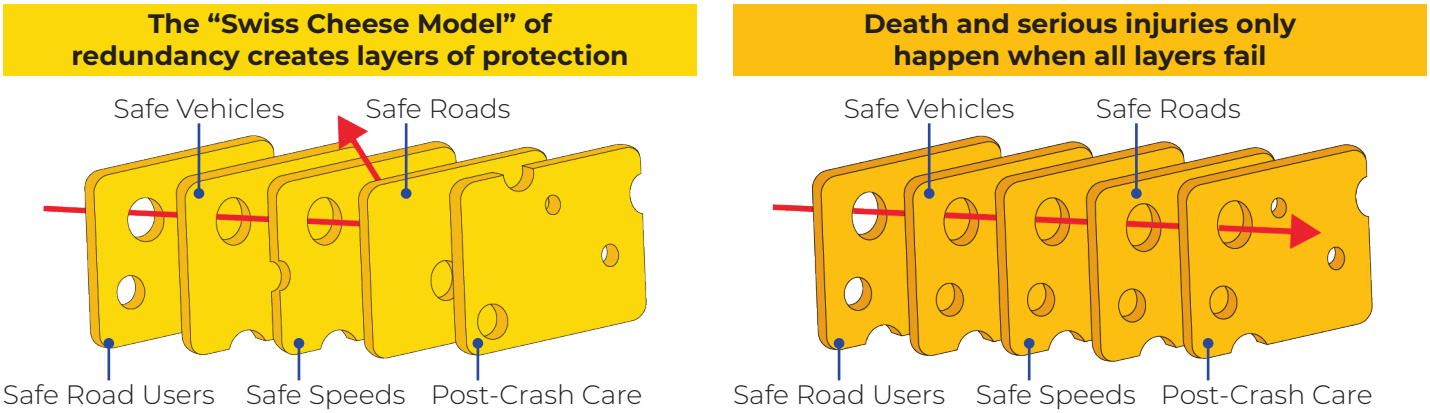
Have active and passive safety features to prevent crashes and reduce injury severity for both occupants and non-occupants.



5. Post-Crash Care

Encompasses the actions of emergency responders, law enforcement personnel, and clean-up following a crash.

Figure 1.2. The Swiss Cheese Model



Source: Federal Highway Administration

SIX "E'S" OF SAFETY

Like the Safe System Approach, the Six Es of Safety function as interconnected element within a holistic framework. Although communities differ in their characteristics and perspectives on safety, the Six Es can be applied across multiple levels to improve the overall user experience and advance safety outcomes.

Engineering

Engineering projects and interventions that support Vision Zero improve safety by shaping the built environment to influence how road users travel. The primary goal is to manage vehicle speeds and improve safety for all users. Proven strategies include implementing safety countermeasures and traffic calming measures to reduce speeding.

Education

Education can improve transportation safety by increasing awareness of travel options, promoting the benefits of multimodal transportation, and reinforcing the proper use of the transportation system.

Evaluation

Evaluation can support both proactive and responsive measures by analyzing the timing, location, and contributing factors of crashes. This understanding enables us to respond to historical trends and adjust to improving future safety. Similarly, careful evaluation can help prevent potential issues from escalating.

Equity

Equity efforts must be made to ensure that underserved, disadvantaged, and diverse populations receive access to roadway infrastructure and safety improvements.

Enforcement

Enforcement can promote compliance with traffic laws and regulations among all roadway users while ensuring that profiling does not occur. A safety-focused enforcement approach prioritizes high-risk behaviors, including speeding and other hazardous actions, over minor infractions.

Encouraging

Encouraging the community to increase their awareness and understanding of safety principles through engaging and interactive activities. Events and programs can support and promote better behavior among all roadway users.

VISION ZERO



DENTON ACTION PLAN

CHAPTER 2

ENGAGING THE COMMUNITY

Input from residents and stakeholders helps the planning process identify safety concerns, understand lived experiences, and ensure the Plan responds to community needs.

INTRODUCTION

Meaningful community feedback is central to developing an effective Vision Zero plan. Input from residents and stakeholders helps the planning process identify safety concerns, understand lived experiences, and ensure the Plan responds to community needs. Providing clear, accessible opportunities for the public to share concerns and perspectives also builds trust and strengthens project support, thereby facilitating the effective and efficient implementation of safety recommendations. Feedback collected through the engagement process forms the foundation for the Vision Zero plan's goals, priorities, and recommended actions. **The Public Engagement for the Denton Vision Zero Action Plan included the following opportunities for participation:**

- **Vision Zero Task Force (VZTF)**
- **Public Pop-ups**
- **Public Workshops**
- **Public Hearings**
- **Online Engagement**

PUBLIC EVENTS

VISION ZERO TASK FORCE MEETINGS

The Vision Zero Task Force served as the primary guiding body throughout the planning process, playing a central role in shaping and advancing the Vision Zero Action Plan. The task force provided strategic direction, reviewed key plan elements, and offered ongoing feedback to support informed decision-making and shared ownership of the plan.

The Vision Zero Task Force comprised City staff from multiple departments, along with local, regional, and state partners, including representatives from Denton County and the Texas Department of Transportation. (TxDOT) Task Force meetings occurred on the following milestones:

January 2025	March 2025	May 2025	August 2025	January 2026
Kick-off & Goal Setting	High-Injury Network & Crash History	Implementation Matrix & Action Plan	Draft Recommendations	Phase II Closeout

The Vision Zero Task Force participated in a range of structured activities that informed the development of the Vision Zero Action Plan. These activities included conducting a SWOT analysis, refining the High Injury Network, developing a vision and the action matrix, and prioritizing recommended actions. The task force also provided a review and refinement of the plan.

VISION

During the first Vision Zero Task Force meeting, members collaboratively developed a draft mission statement informed by the SWOT analysis results. Through discussion and refinement, the task force finalized the mission statement during the subsequent meetings. The adopted mission statement reflects the City of Denton's values and priorities and serves as a foundation for the Vision Zero Action Plan.

"Our mission is to create a safe, accessible, and sustainable multimodal future for all Denton road users. Through data, community engagement, and innovation, we aim to eliminate fatalities and serious injuries, ensuring a network that protects and serves everyone."



The Denton Vision Zero Action Plan target was also developed during this initial meeting. Task force members proposed a draft target aligned with the Texas Department of Transportation's safety goals, calling for a 50 percent reduction in traffic-related fatalities and serious injuries by 2035, with the goal of eliminating such incidents by 2050. This target reflects the City's forward-looking commitment to long-term transportation safety and security.

POP UP EVENT – EXPLORIUM TOUCH A TRUCK

The Explorium Touch A Truck pop-up event, held at the Collins Athletic Complex on May 10, 2025, was a key public engagement opportunity for the Denton Vision Zero Action Plan. Touch A Truck is a community-wide event that brings together public and private organizations to showcase a variety of vehicles, attracting residents from across Denton County. Based on the prior year's attendance of approximately 2,300 visitors, the event provided a highly effective venue for increasing awareness of the Vision Zero initiative. The pop-up gave community members an opportunity to learn about the plan's goals, strategies, and anticipated outcomes in an accessible, informal setting.

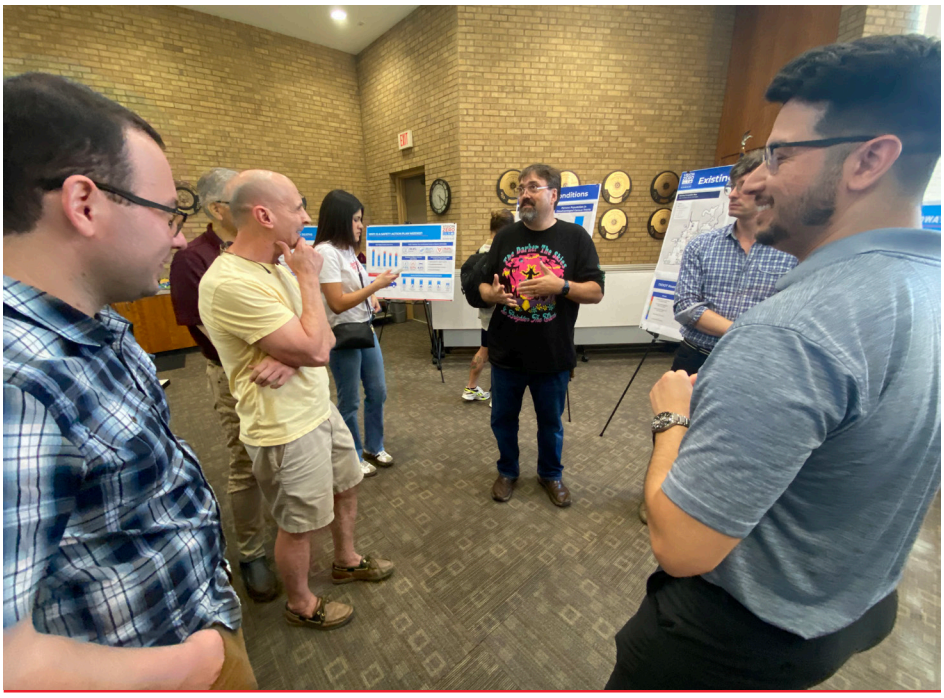


Explorium Touch a Truck Pop Up

COMMUNITY WORKSHOP

The community workshop, held at the Denton Civic Center on July 24, 2025, drew approximately 30 participants. Attendees provided feedback on safety countermeasures and identified emphasis areas that reflected community priorities. Participant input also informed the development of action items aligned with emphasis areas and the Six Es of Safety, some of which were incorporated into the action matrix presented in **Chapter 5**.

In addition to providing feedback, participants had the opportunity to learn more about the project through direct interaction with the project team.



Community Workshop

ONLINE ENGAGEMENT

To expand outreach and provide an additional engagement channel beyond in-person events, the project launched its website. The website provided foundational information on the project's purpose and process, offering opportunities for public input through an interactive map survey and a written survey.

Overall, the responses collected throughout the engagement process reflect the community's strong interest in a safer, more connected, and pedestrian-friendly City. Addressing issues through strategic traffic calming measures, enhanced visibility, and increased enforcement could improve safety and mobility for all.

WRITTEN SURVEY

The written survey was administered via the project website from May 15 to September 18, 2025, to collect information on respondents' demographics, travel behavior, and roadway safety concerns. The survey comprised 36 questions and received 193 responses. Results indicate that most responding households reported either no regular work commute or a commute time of 10 to 20 minutes. The largest age range among respondents was 30-44 years old. Approximately 94% of respondents reported that all household members have access to either a personal vehicle or public transportation. Additionally, participants identified red light running, distracted driving, and disregard for traffic laws as the most significant roadway safety concerns. Key insights from the written survey included:

Pedestrian Safety –

93% of respondents support investing in making walking safer by creating more sidewalks, mid-block crossings, high-visibility crosswalks, and more.

Bicycling Safety –

84% of respondents support investing in making bicycling safer by creating more bike lanes and separation from vehicle traffic.

Multimodal Safety Infrastructure –

76% of respondents support the creation of protected and/or dedicated facilities for multiple modes of travel (pedestrians, bicycles, transit).

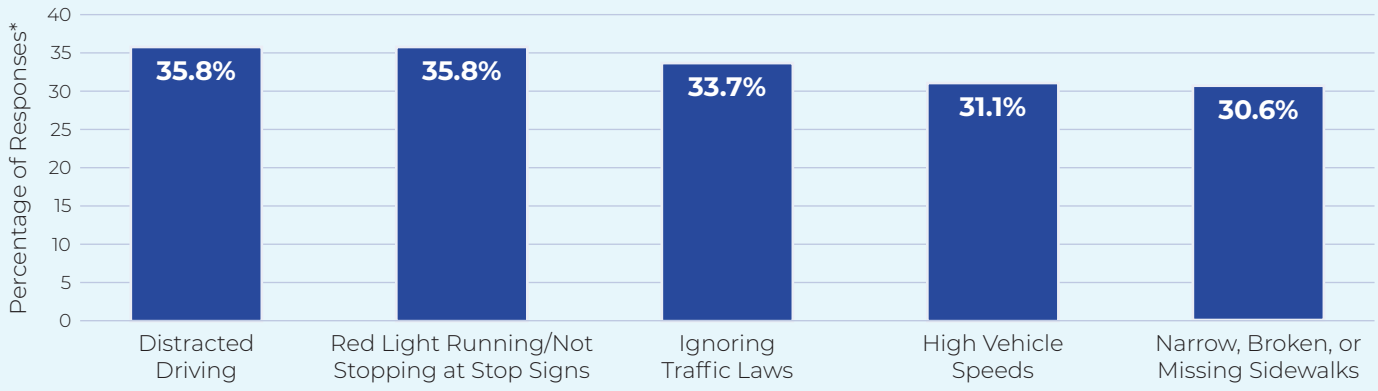
Enforcement & Education –

70% of respondents support funding for educational programs for driver safety and enhanced enforcement.

Infrastructure & Car Dependency –

67% of respondents support reducing speed limits to slow down unsafe drivers. Many respondents rely on personal vehicles for convenience and perceive few viable alternatives.

Figure 2.1. Top Safety Concerns Identified Through Written Survey



Percentages are of people who included these in their top 3 concerns.

INTERACTIVE MAP SURVEY

Residents and stakeholders provided feedback on existing roadway safety conditions through an interactive map survey on the Denton Vision Zero Action Plan engagement page. **Figure 2.3** illustrates the comments submitted through the map interface. This engagement tool enabled website visitors to identify specific locations throughout the City and assign each location to one of nine predefined comment categories, including speeding concerns, visibility limitations, and intersection safety. After selecting a location and topic, respondents could submit detailed comments describing safety concerns, potential solutions, or ideas. This approach enabled participants to provide location-specific feedback that reflects on-the-ground experiences. The map survey results identified several key insights.

Intersection Safety –
26% Dangerous intersections need traffic lights, stop signs, or roundabouts.

Pedestrian Safety –
18% Need for better infrastructure like sidewalks, crosswalks, and pedestrian signals.

Speeding –
17% Excessive speeding in residential and school areas requires stronger enforcement and improved traffic calming measures.

Blocked View –
12% Blocked views from trees, hills, and parked cars require vegetation trimming and the addition of traffic controls, such as traffic lights.

In addition to the key insights identified through the survey responses, several corridors and geographic locations emerged as hotspots due to a high concentration of comments. These locations reflect areas where respondents consistently identified recurring safety concerns, primarily along the following corridors:

- **Teasley Lane:** Unsafe intersections and blocked views.
- **University Drive:** Excessive speeding and frequent red-light running.
- **Sherman Drive:** Excessive speeding and unsafe intersections.
- **Nottingham Drive:** Blocked views and frequent red light running.
- **Wilshire Boulevard:** Poor pedestrian infrastructure and excessive speeding.

Figure 2.2. Top Safety Concerns Identified Through Interactive Map Survey

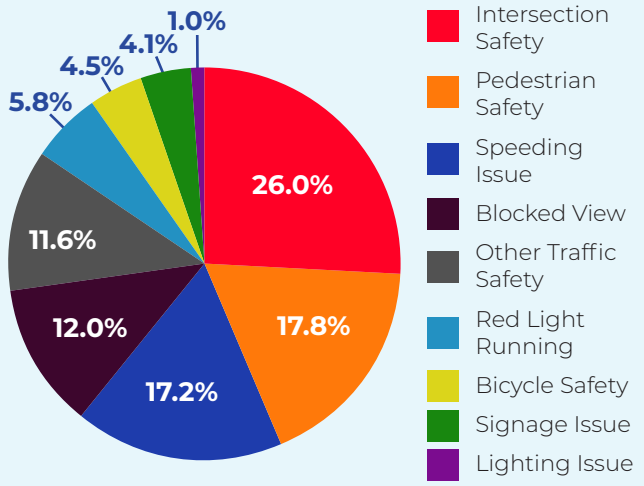
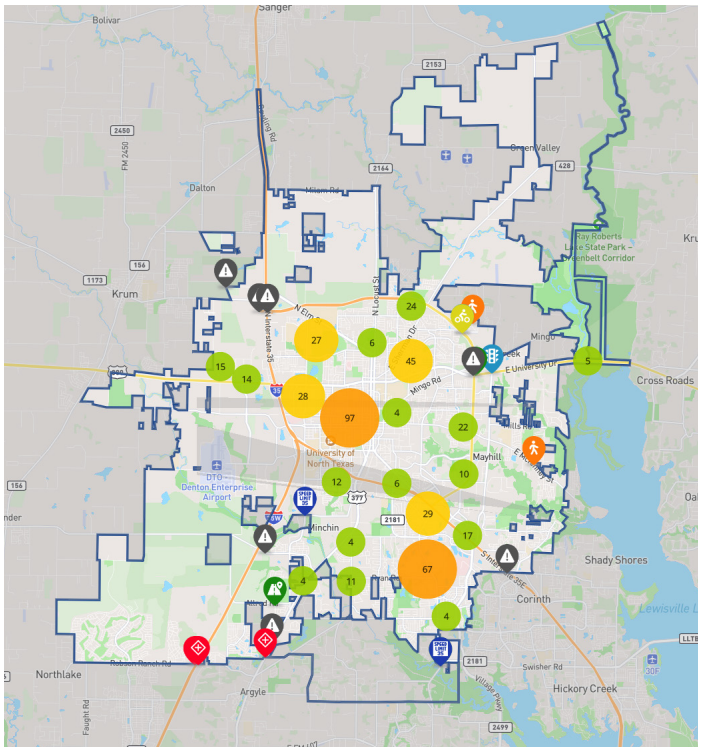


Figure 2.3. Interactive Map Comments



PROMOTIONS

The City of Denton ensured that the Vision Zero Action Plan remained highly visible and accessible throughout the engagement process by promoting the project across multiple platforms. The City posted project information on the official City website and on a dedicated project website hosted by the City. The project website provided centralized access to plan materials and was regularly updated to reflect project milestones and progress.

The City also utilized Discuss Denton, an online engagement forum, to share project updates and invite public participation. Additionally, the City promoted the interactive map, online survey, and engagement events across its social media channels to reach a broad audience. A City-produced promotional video highlighting the community workshop and online survey achieved more than 100,000 views across all platforms, demonstrating strong public interest and effective outreach.

ENGAGEMENT SUMMARY

Overall, public engagement revealed consistent themes across all outreach activities and confirmed community alignment around roadway safety priorities. Feedback highlighted shared concerns regarding existing conditions, recurring safety challenges, and the need for improvements that better support daily travel throughout the City. The results below show a community desire for a safer, more connected, and pedestrian-friendly City. Addressing issues through strategic traffic calming measures, enhanced visibility, and increased enforcement could improve safety and mobility for all.

KEY THEMES OF ENGAGEMENT

PEDESTRIAN SAFETY AND WALKABLE STREET DESIGN

Public engagement demonstrated strong support for streets that prioritize pedestrian safety and comfort. Participants consistently emphasized the importance of continuous sidewalks, high-visibility pedestrian crossings, and improved lighting to increase visibility, reduce conflicts, and create more walkable environments.

SPEED MANAGEMENT, DRIVER BEHAVIOR, AND ENFORCEMENT

Speeding, running red lights, distracted driving, and general noncompliance with traffic laws emerged as the most significant safety concerns across engagement efforts. Participants supported traffic calming measures, lower operating speeds, and enhanced enforcement, particularly in residential neighborhoods and school zones. Respondents also emphasized the need for education and awareness initiatives to address unsafe driving behaviors and reinforce shared responsibility for roadway safety.

INTERSECTION SAFETY, VISIBILITY, AND ACCESS MANAGEMENT

Participants frequently identified intersections with recurring safety issues, including limited visibility, obstructed sightlines, and excessive conflict points. Community members expressed support for treatments such as intersection daylighting, vegetation management, and enhanced signage and pavement markings to improve visibility and make safety improvements more noticeable and effective.

MULTIMODAL ACCESS

Public feedback reflected strong support for expanding transportation options beyond driving, including safer bicycle facilities and improved transit and paratransit services. Many emphasized the importance of evaluating pedestrian and bicycle networks from the perspective of vulnerable users, including children, older adults, people with disabilities, and individuals without access to a vehicle.

CHAPTER 3

CRASH ANALYSIS

"This chapter summarizes five years of reported crashes within the City of Denton (calendar years 2019–2023) using data from the Texas Department of Transportation (TxDOT), reviewed throughout the planning process to inform decision making and prioritize safety investments.

This chapter summarizes five years of reported crashes within the City of Denton (calendar years 2019–2023) using data from the Texas Department of Transportation (TxDOT), reviewed throughout the planning process to inform decision making and prioritize safety investments. Unless otherwise noted, crash severity references use the KAB convention—K (fatal injury), A (suspected serious injury), and B (suspected minor injury)—with observations about broader severity categories included where relevant.

Between 2019 and 2023, the City of Denton experienced 15,575 reported crashes, including 68 fatal crashes. Total crashes peaked in 2019 (3,742) and fell sharply in 2020 (2,683) reflecting reduced travel during the COVID-19 (2,683). Despite this high volume, 2019 recorded one of the lower proportions of fatal, suspected serious injury, and suspected minor injury crashes compared to subsequent years. Activity rebounded in 2021 (3,349) and declined by 2022 (2,911) and 2023 (2,890).

While the overall crash frequency has decreased in recent years, crash severity trends exhibit a different pattern and have increased.

As shown in **Table 3.1**, the proportion of fatal crashes, suspected serious injury crashes, and suspected minor injury crashes increased over time. Although total crash counts declined after 2019, the share of KAB crashes rose each year, indicating a growing concentration of more severe outcomes. Suspected minor injury crashes increased consistently, and suspected serious injury crashes peaked in 2021 before remaining elevated relative to earlier years.

Figure 3.1 illustrates the number of fatalities per 100,000 population, which remained relatively stable over the five years, generally hovering around 10 fatalities per 100,000 residents. An exception to this trend appears in 2022, when nine fatalities resulted in a notably lower fatality rate of 6.0 per 100,000 population. This year represents a temporary deviation from otherwise consistent fatality rate patterns.

Figure 3.1. KAB Crash Summary (2019–2023)

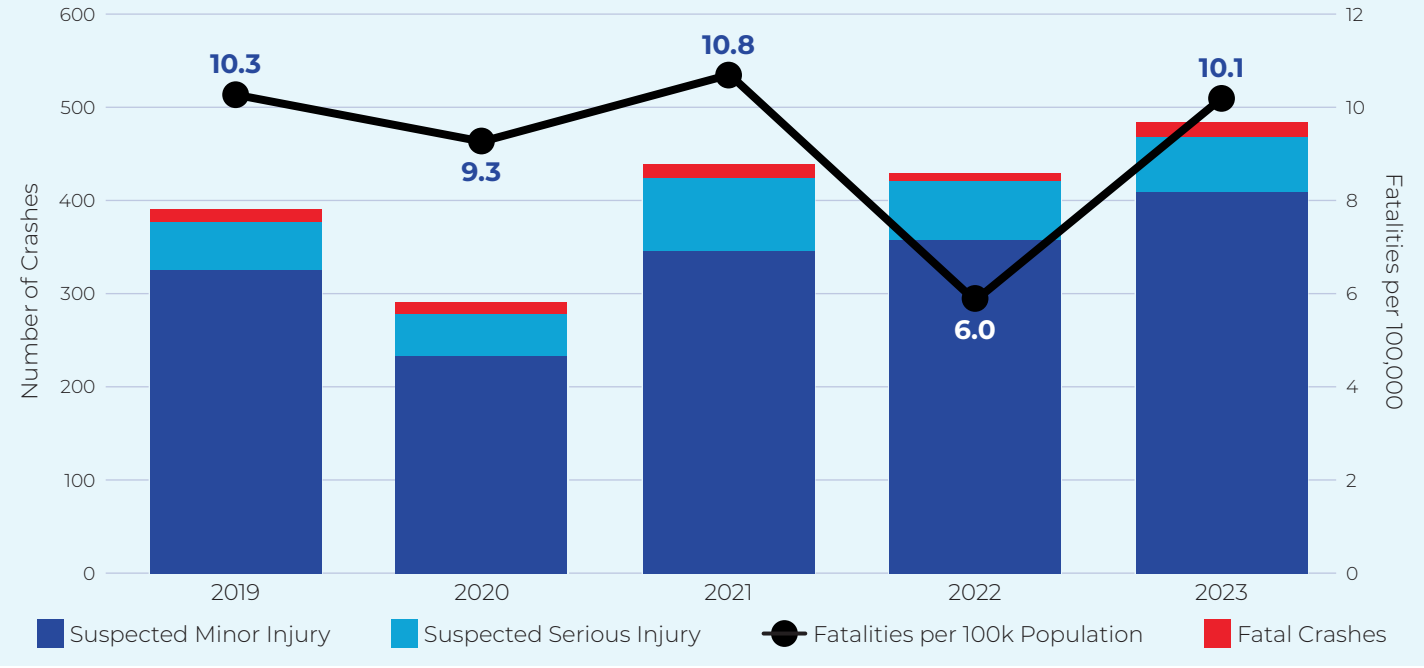


Table 3.1. Total Crashes by Severity (2019–2023)

YEAR	K – FATAL INJURY		A – SUSPECTED SERIOUS INJURY		B – SUSPECTED MINOR INJURY		GRAND TOTAL
2019	14	0.4%	52	1.4%	325	8.7%	3,742
2020	13	0.5%	46	1.7%	233	8.7%	2,683
2021	16	0.5%	78	2.3%	346	10.3%	3,349
2022	9	0.3%	64	2.2%	357	12.3%	2,911
2023	16	0.6%	59	2.0%	409	14.2%	2,890
Total	***68***	***0.4%***	***299***	***1.9%***	***1,670***	***10.7%***	***15,575***

CRASH DENSITY

Crash concentrations are greatest at locations with high traffic volumes and complex movements which align with intersections. Elevated concentrations of crashes are evident along Interstate 35 and major arterial corridors serving the City, including US Highway 380 and 77. **Table 3.2** summarizes the distribution of crash severity for all reported crashes from 2019 to 2023 .

Exhibit 3.1 presents a crash heat map illustrating the spatial distribution of total crashes within the City from 2019 through 2023. The heat map illustrates the density of crash occurrences by location, but does not account for roadway characteristics, such as functional classification or traffic volumes.

Table 3.2. Breakdown of Crash Severity (2019–2023)

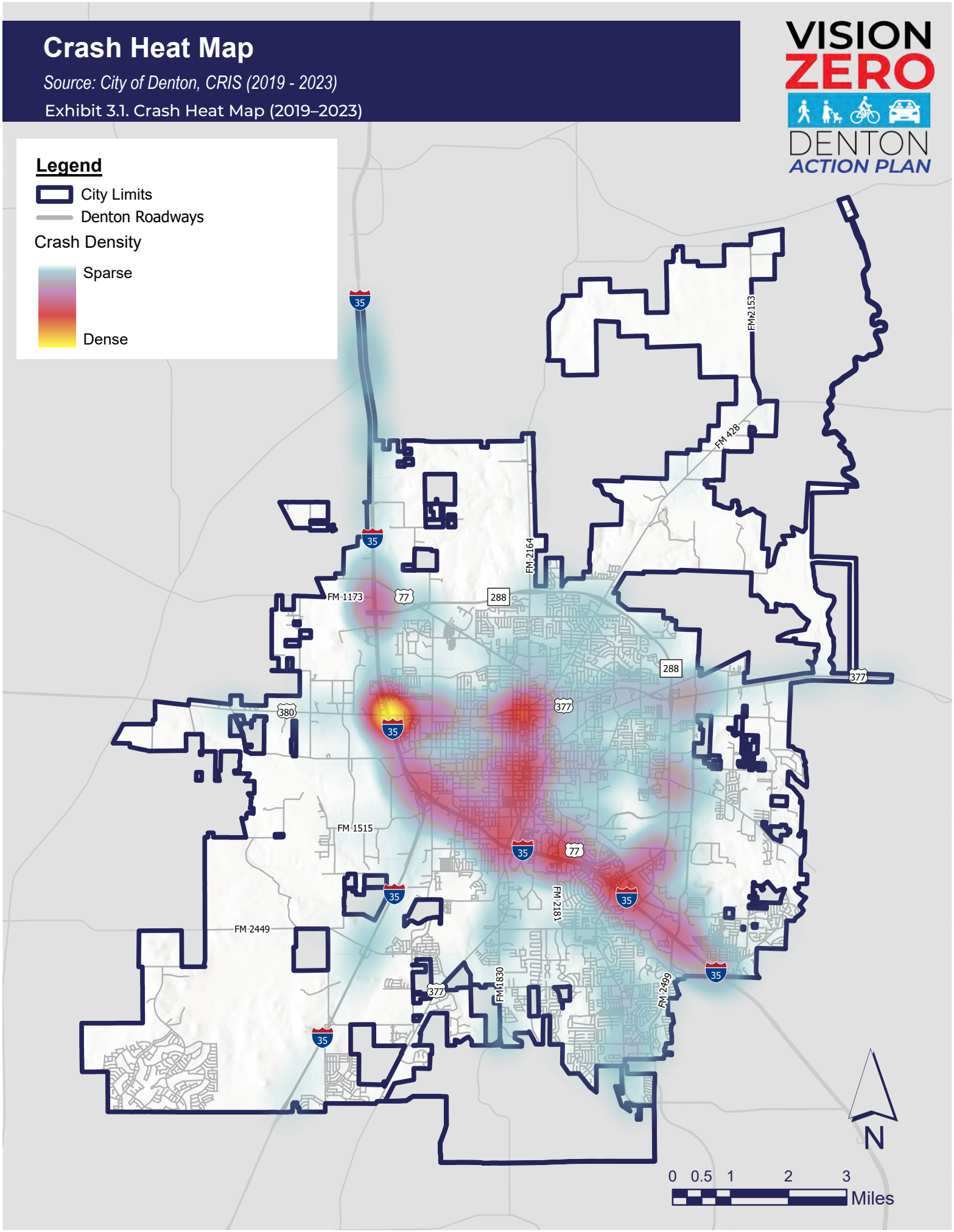
CRASH SEVERITY	CRASH COUNT	PERCENTAGE
K – Fatal Injury	68	0.4%
A – Suspected Serious Injury	299	1.9%
B – Suspected Minor Injury	1,670	10.7%
C – Possible Injury	1,966	12.6%
N – Not Injured	11,009	70.7%
99 - Unknown	563	3.6%
Total	***15,575***	***100%***

Crash Heat Map

Source: City of Denton, CRIS (2019 - 2023)

Exhibit 3.1. Crash Heat Map (2019–2023)

VISION ZERO DENTON ACTION PLAN



INTERSECTIONS

Table 3.3 summarizes that approximately 45.2% of all reported crashes citywide occurred at intersections over the five year period. The share averaged ~44% (2019–2021) and rose to ~47% (2022–2023). Intersections inherently present a higher potential for conflicts as vehicles, pedestrians, and bicyclists converge at these locations.

High crash intersections are concentrated along high volume corridors. The highest crash total was recorded at US 380 & IH 35 (271 crashes). Other prominent locations include State Loop (SL) 288 & IH 35 (181) and Brinker Rd & SL 288 (139). Intersections along these corridors collectively account for the majority of the location listed in **Table 3.4**.

As illustrated in **Exhibit 3.2**, the major corridors account for a significant share of the top ten high crash intersections within the City.

Table 3.3. Intersection Crashes by Year (2019–2023)

CRASH YEAR	CRASH COUNT
2019	44.2%
2020	43.8%
2021	44.1%
2022	46.8%
2023	47.1%
Average	***45.2%***

Table 3.4. High Crash Intersections (2019–2023)

RANK	INTERSECTION	FATAL CRASHES (K)	SUSPECTED SERIOUS INJURY CRASHES (A)	SUSPECTED MINOR INJURY CRASHES (B)	NUMBER OF CRASHES
1	US 380 & IH 35	2	0	9	271
2	SL 288 & IH 35	0	0	9	181
3	Brinker Rd & SL 288	0	2	19	139
4	SL 288 & IH 35 East	0	1	5	114
5	US 77 & US 380	0	3	10	111
6	IH 35 East & US 377	0	2	8	102
7	FM 428 & US 77	0	3	14	99
8	N Carroll Blvd & US 380	0	0	16	89
9	Colorado Blvd & SL 288	0	4	10	77
10	N Mayhill Rd & US 377	0	1	12	72
Total		***2***	***16***	***112***	***1,255***

High Crash Intersections

Source: City of Denton, CRIS (2019 - 2023)

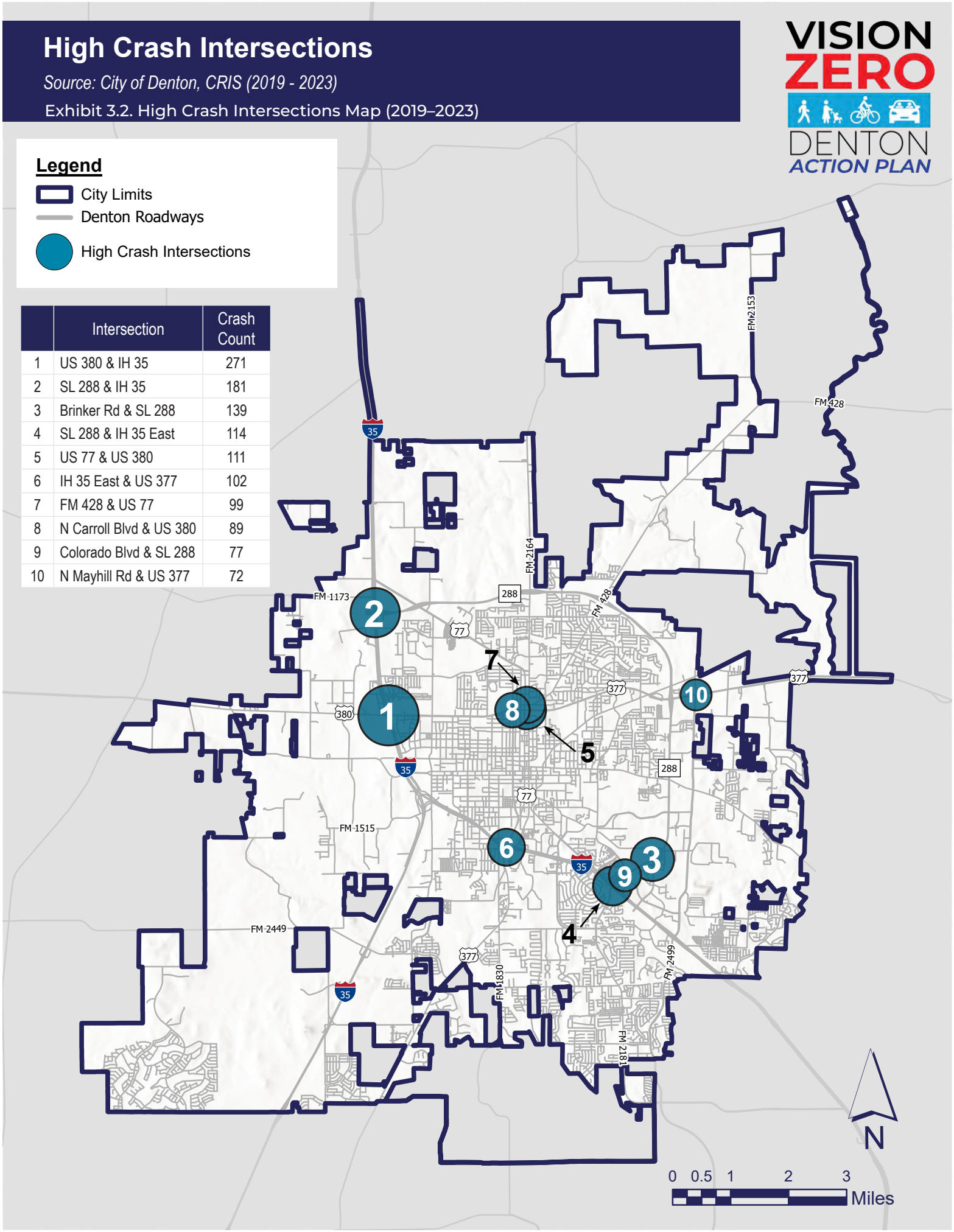
Exhibit 3.2. High Crash Intersections Map (2019–2023)

VISION ZERO DENTON ACTION PLAN

Legend

- City Limits
- Denton Roadways
- High Crash Intersections

	Intersection	Crash Count
1	US 380 & IH 35	271
2	SL 288 & IH 35	181
3	Brinker Rd & SL 288	139
4	SL 288 & IH 35 East	114
5	US 77 & US 380	111
6	IH 35 East & US 377	102
7	FM 428 & US 77	99
8	N Carroll Blvd & US 380	89
9	Colorado Blvd & SL 288	77
10	N Mayhill Rd & US 377	72



VULNERABLE ROAD USERS

Vulnerable Road Users (VRU) are individuals who lack the physical protection of an enclosed vehicle and therefore face a higher risk of injury when involved in a crash with a motor vehicle. This group includes pedestrians, roadway workers, individuals using wheelchairs or other personal mobility devices, as well as bicyclists and users of micromobility devices. Because of their increased exposure, Vulnerable Road Users require additional layers of protection within the transportation system.

Table 3.5 and **Table 3.6** outline that bicyclists and pedestrians remain disproportionately impacted by severe outcomes due to their exposure and vulnerability.

Bicyclists

There were **113 crashes,** with 65 resulting in KAB outcomes (~58%). In 2023, approximately 74% of bicyclist crashes led to KAB injuries.

Pedestrians

153 crashes (2019–2023), with 110 KAB outcomes (~72% of pedestrian crashes). In 2023, ~78% of pedestrian crashes resulted in KAB injuries; total pedestrian crashes increased from 20 (2020) to 37 (2023).

These trends reinforce the need for targeted VRU safety strategies on higher risk corridors and at complex intersections.

As illustrated in **Exhibit 3.3**, most VRU crashes occur within Denton's urban core between IH 35E and US 380, while fatal and suspected serious injury crashes are primarily concentrated along highway corridors.

Table 3.5. Bicyclist Crashes (2019–2023)

YEAR	TOTAL	K	A	B	KAB	% KAB
2019	29	2	3	9	14	48%
2020	17	0	2	6	8	47%
2021	30	0	4	15	19	63%
2022	14	0	2	5	7	50%
2023	23	1	1	15	17	74%
Total	***113***	***3***	***12***	***50***	***65***	***58%***

Table 3.6. Pedestrian Crashes (2019–2023)

YEAR	TOTAL	K	A	B	KAB	% KAB
2019	34	2	7	13	22	65%
2020	20	5	5	3	13	65%
2021	28	2	6	14	22	79%
2022	34	2	10	12	24	71%
2023	37	2	9	18	29	78%
Total	***153***	***13***	***37***	***60***	***110***	***72%***

Bicyclists & Pedestrian Crashes Map

Source: City of Denton, CRIS (2019 - 2023)

Exhibit 3.3. Bicyclist & Pedestrian Crashes Map (2019–2023)

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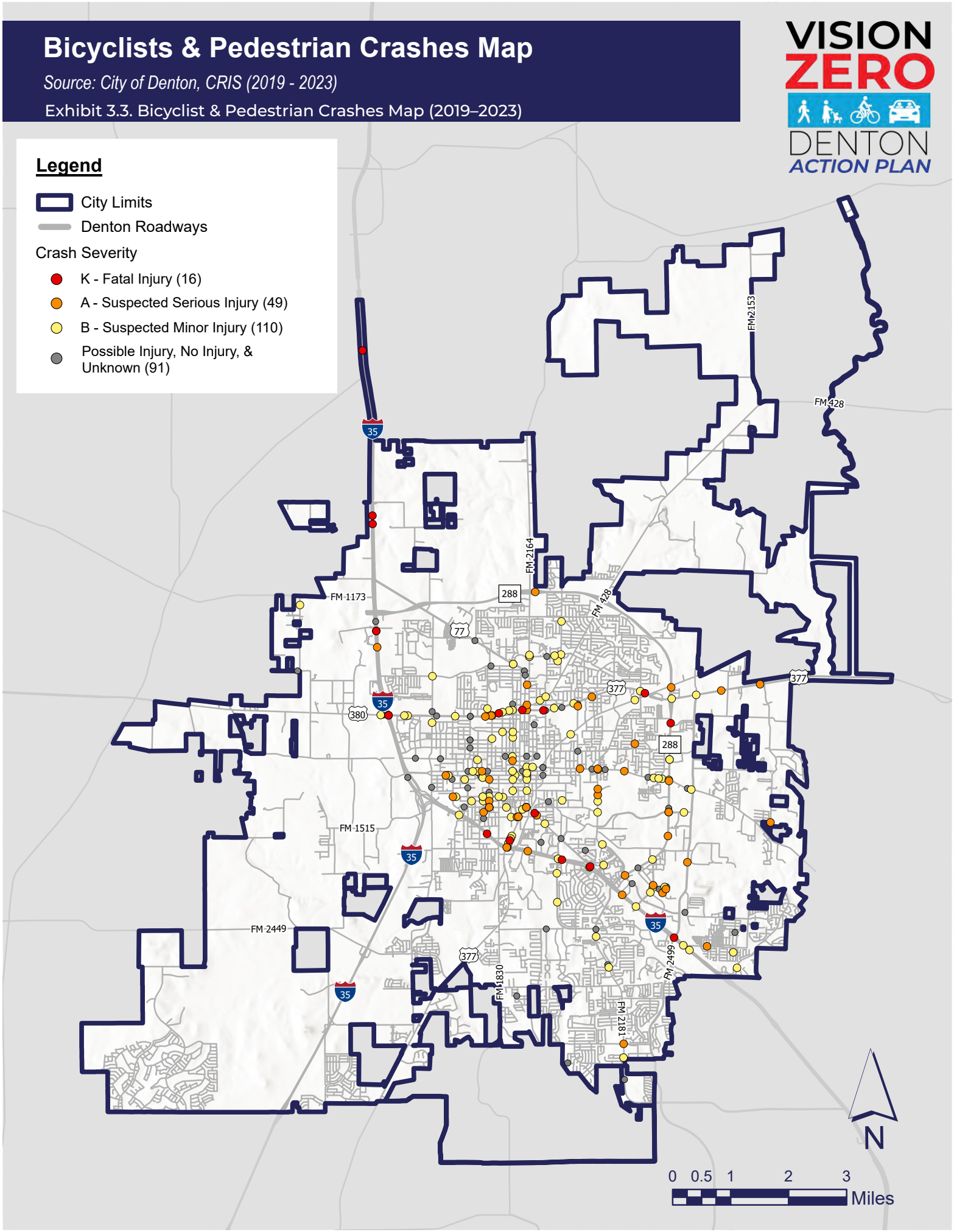


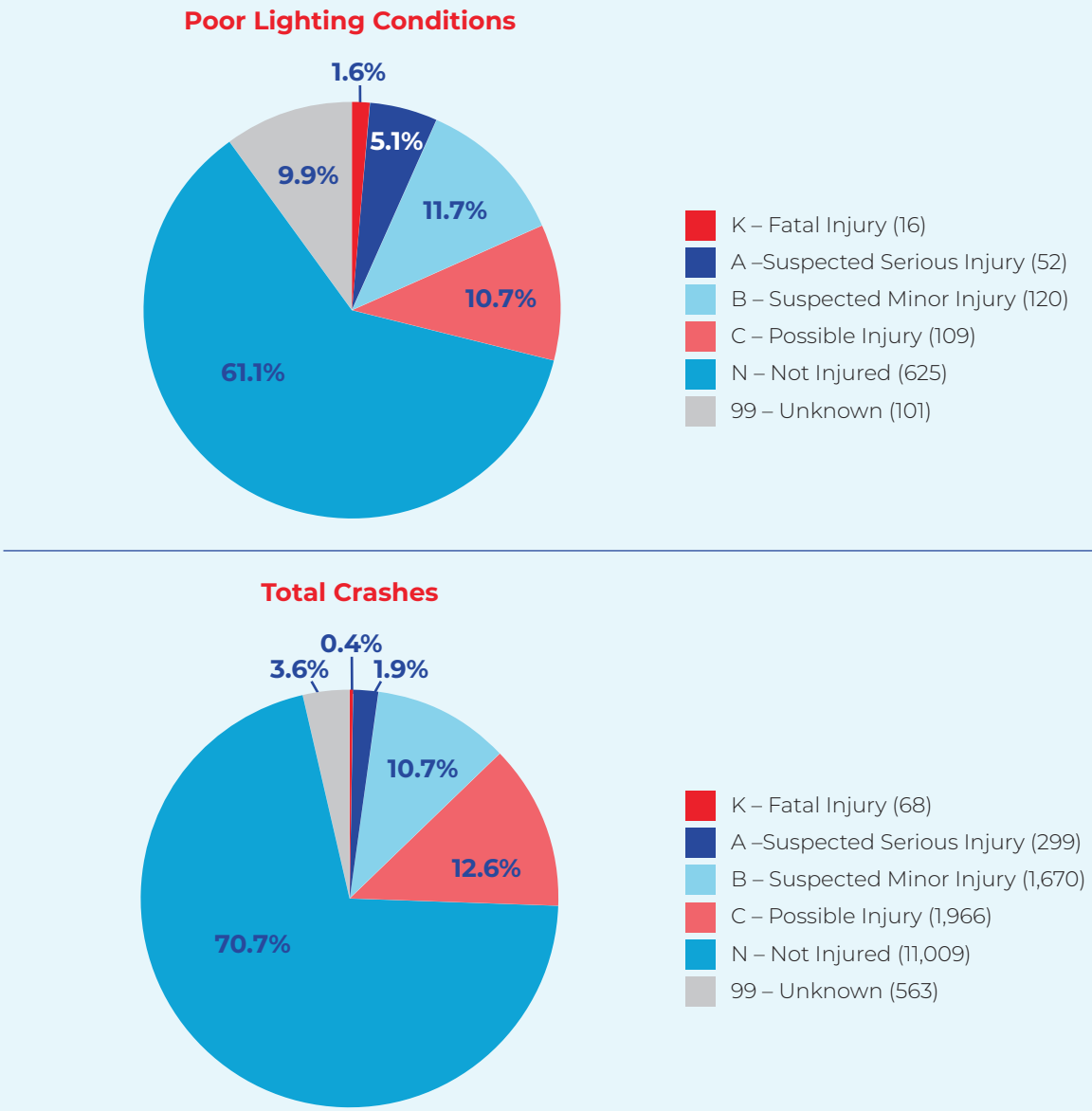
POOR LIGHTING CONDITIONS

Crashes occurring under poor lighting conditions (dark/unlit) carry substantially higher severity risk. **Figure 3.2** shows that Fatal crashes occur at ~4× the overall average rate (~1.6% under dark conditions), and suspected serious injuries are ~2× the overall rate (~5.1%). These crashes represent ~6.6% of all reported crashes (2019–2023).

As illustrated in **Exhibit 3.4**, the crashes are primarily concentrated along IH 35, IH 35E, and IH 35W, which together account for approximately 41% of total crashes.

To mitigate crashes under poor lighting conditions, the City can install additional roadway lighting, upgrade pavement markings to high-contrast and retroreflective materials, install retroreflective backplates on traffic signals, and improve signing and signal visibility. These treatments should be prioritized on corridors that exhibit high KAB counts underscored in this analysis. A further exploration of lighting conditions is conducted in Crash Profiles.

Figure 3.2. Poor Lighting Conditions Crashes V. Total Crashes Severity Comparison

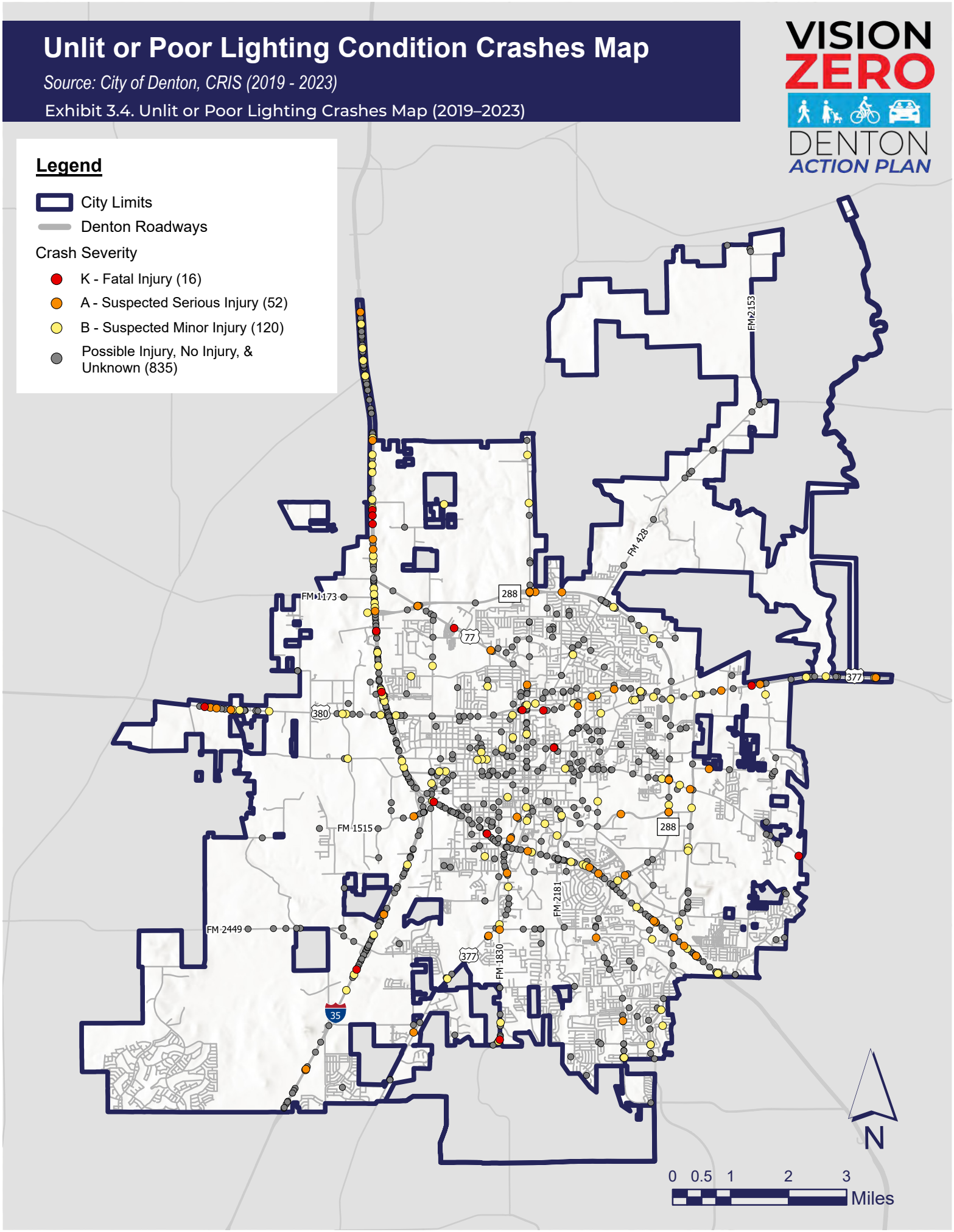


Unlit or Poor Lighting Condition Crashes Map

Source: City of Denton, CRIS (2019 - 2023)

Exhibit 3.4. Unlit or Poor Lighting Crashes Map (2019–2023)

VISION ZERO DENTON ACTION PLAN



DISTRACTED DRIVING

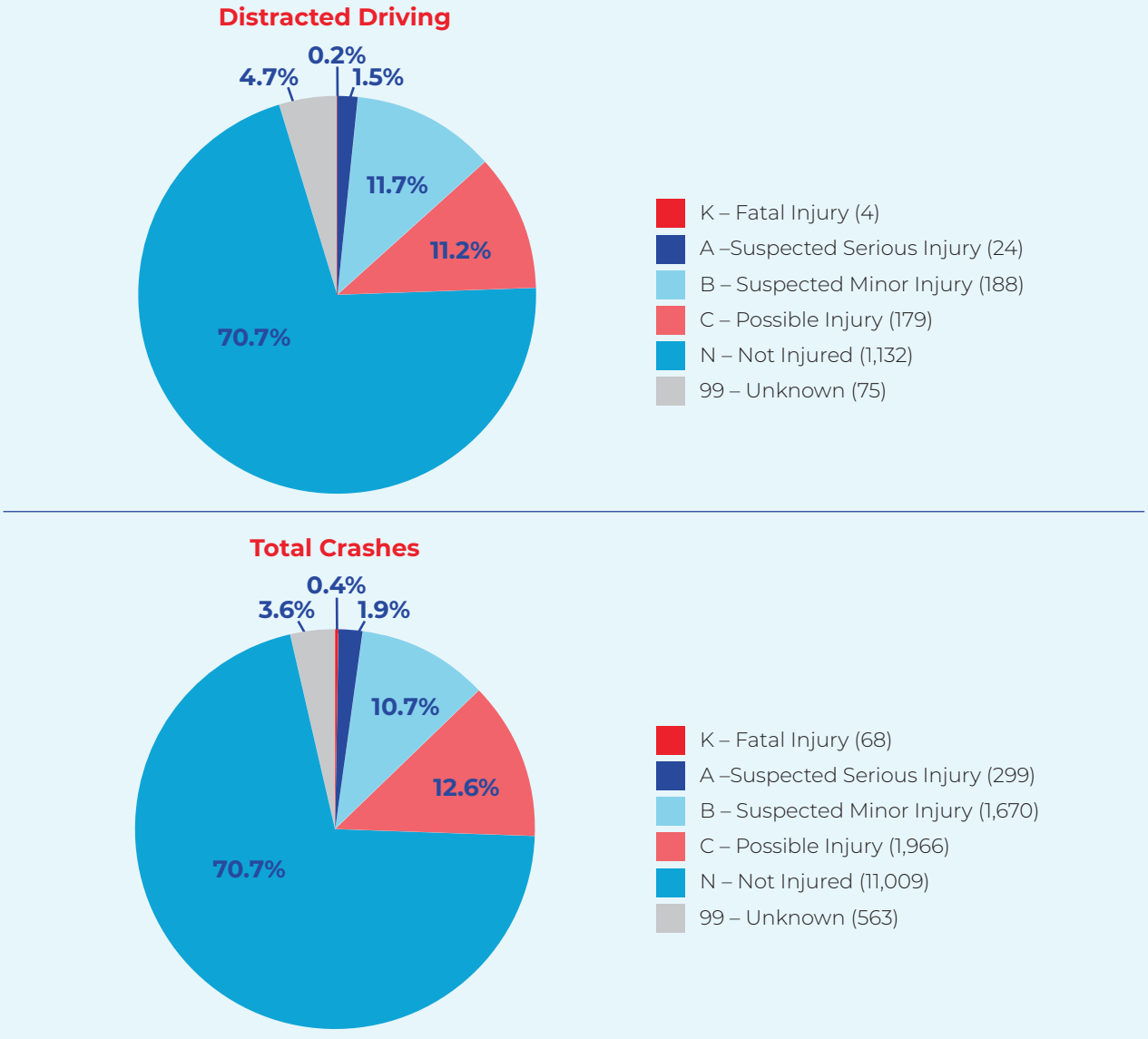
Distracted driving crashes occur when a driver diverts attention away from the primary task of operating a vehicle. Common sources of distraction include the use of mobile devices, eating or drinking, and interactions with passengers or pets. These behaviors reduce driver awareness and increase the likelihood of a crash.

Roughly 10% of reported crashes involved distraction. **Figure 3.3** shows the distracted driving compared to the citywide profile, distracted driving crashes exhibit lower fatal and serious injury rates, but a slightly higher suspected minor injury share (~11.7%).

As illustrated in **Exhibit 3.5** these crashes are most common on major arterials and local streets with frequent turning and access movements.

To reduce crashes associated with distracted driving, the City can implement countermeasures that create visual emphasis and reinforce driver attention at key conflict points. These strategies include rectangular rapid flashing beacons (RRFB), lane designation markings and signs, improving signing and visibility at signals, and dynamic speed feedback signs. Additionally, the Safe System Approach recommends embarking on educational campaigns and promotional materials that alert the public on the severities of distractions.

Figure 3.3. Distracted Driving Crashes V. Total Crashes Severity Comparison

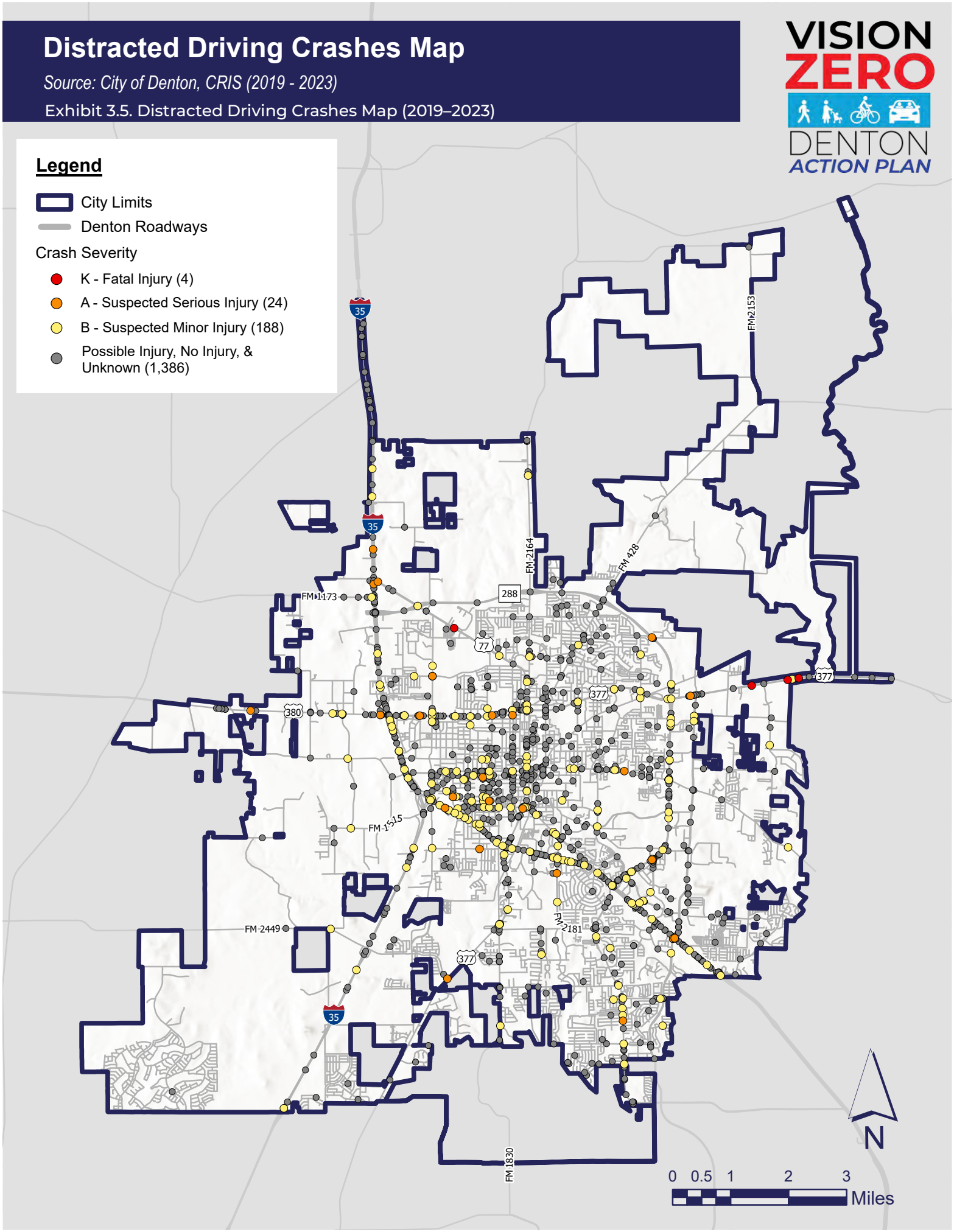


Distracted Driving Crashes Map

Source: City of Denton, CRIS (2019 - 2023)

Exhibit 3.5. Distracted Driving Crashes Map (2019–2023)

VISION ZERO DENTON ACTION PLAN



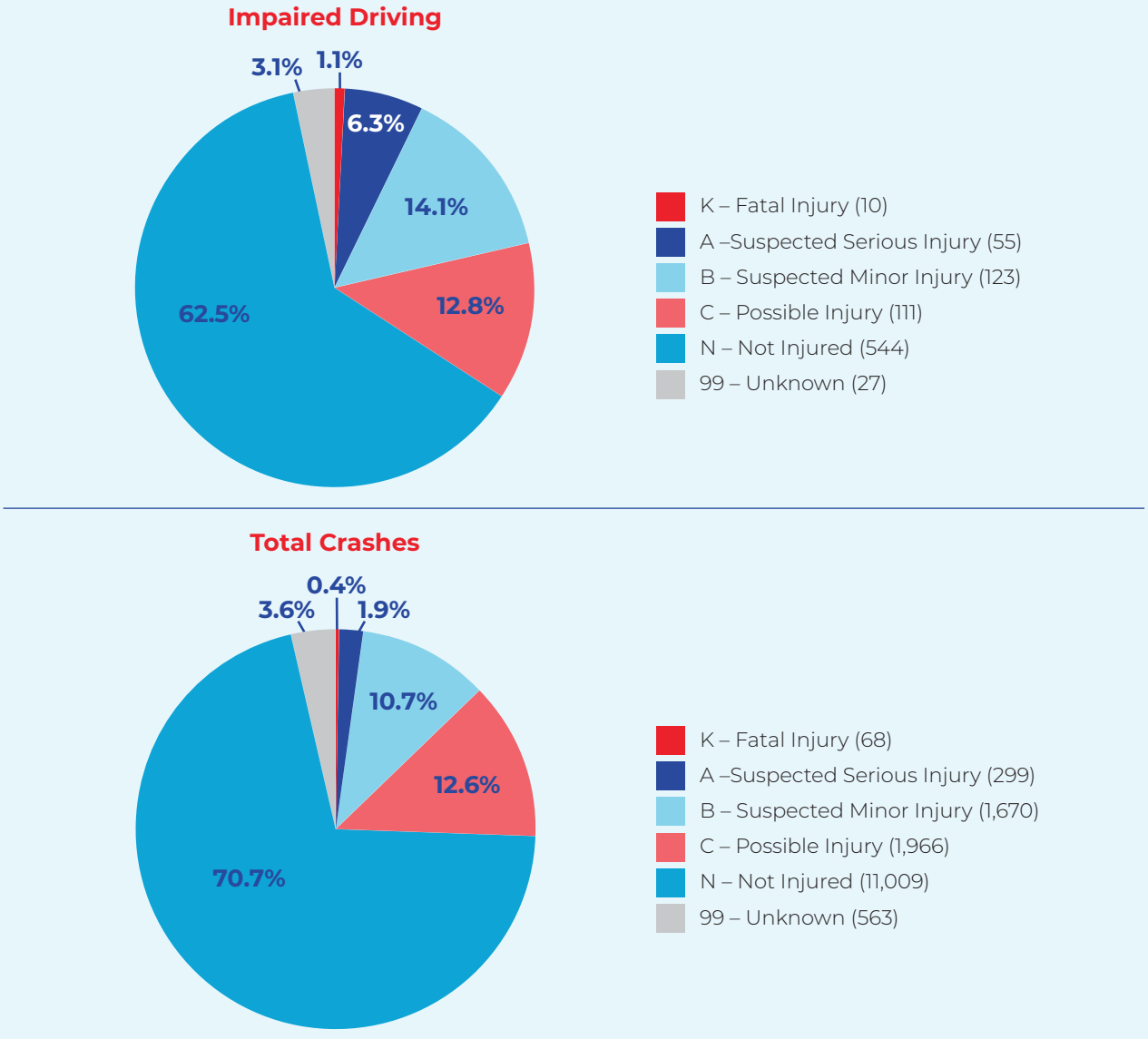
IMPAIRED DRIVING

Impaired driving occurs when a driver operates a vehicle while under the influence of alcohol, drugs, or other substances that creates significant safety risks due to reduce judgment, reaction time, or motor control. Denton recorded 870+ impaired driving crashes (~5.6% of all crashes). The KAB share for impaired driving crashes is ~21.5%, markedly higher than the ~13% KAB share across all crashes, underscoring their elevated severity risk.

As illustrated in **Exhibit 3.6**, impaired driving crashes are distributed throughout the City, with a high concentration in Denton's Urban Core. KAB Crashes are primarily concentrated along major arterial corridors.

To mitigate impaired-driving crashes, the City can implement countermeasures that reduce conflict severity and provide greater separation between roadway users. These measures include installing RRFBs, raised medians and pedestrian refuge islands, and improving signing and visibility at signals. Complementing these infrastructure improvements with targeted, high-visibility enforcement can further discourage impaired driving behavior. With the two major universities sitting in the City of Denton, it is important to also partner with University officials to discourage impaired driving and promote alternative transportation during late hours of the day, especially on weekends. The City can look to partner with the universities to develop these programs.

Figure 3.4. Impaired Crashes V. Total Crashes Severity Comparison

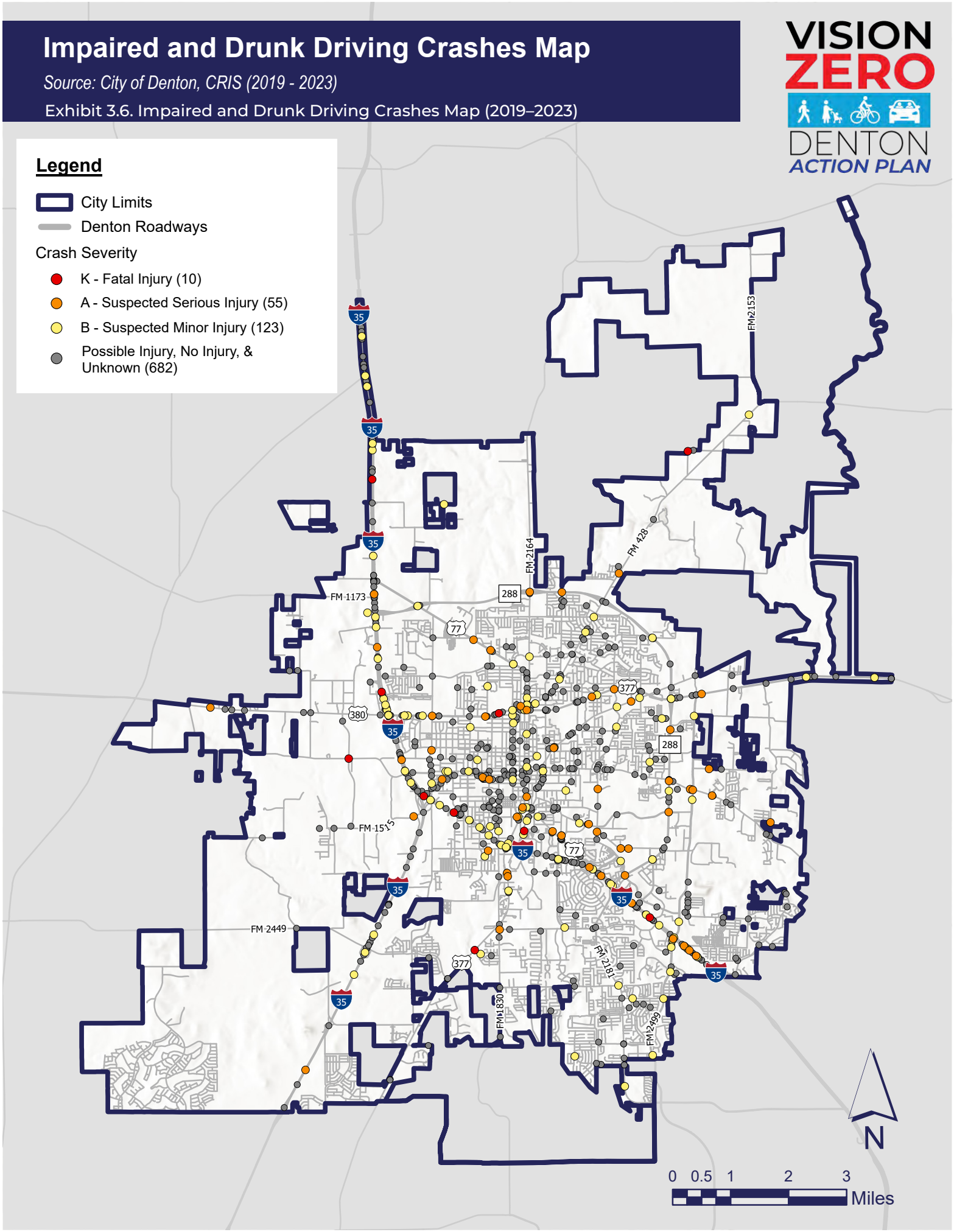


Impaired and Drunk Driving Crashes Map

Source: City of Denton, CRIS (2019 - 2023)

Exhibit 3.6. Impaired and Drunk Driving Crashes Map (2019–2023)

VISION ZERO DENTON ACTION PLAN



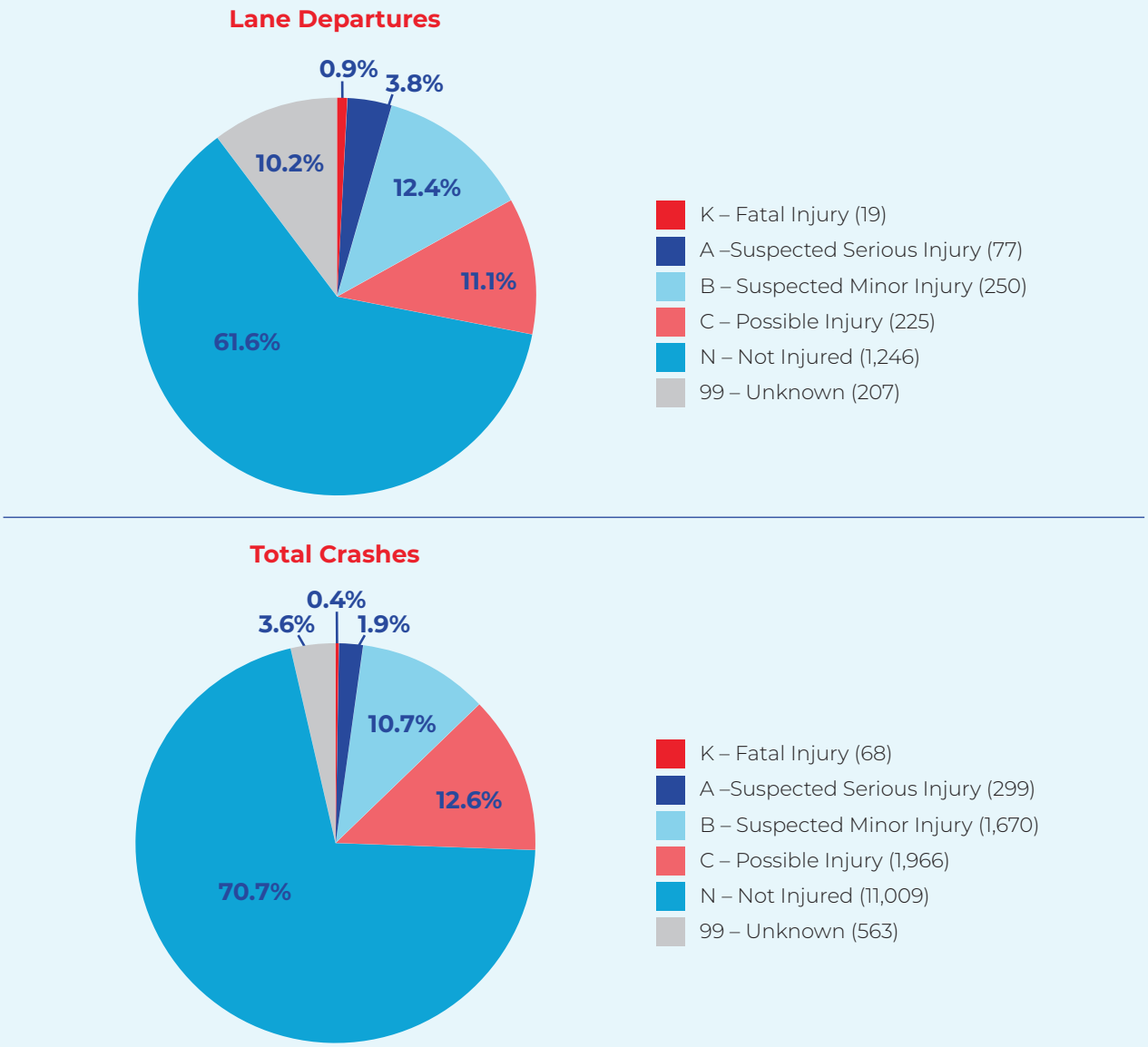
LANE DEPARTURES

Lane departure crashes occur when a vehicle unintentionally leaves its travel lane, resulting in collisions with opposing traffic, adjacent vehicles, or roadside objects. From 2019 to 2023, the City of Denton recorded 2,024 lane departure crashes, representing approximately 13% of all reported crashes. These crashes exhibit higher injury severity than overall crash trends. Fatal crashes accounted for 0.9% of lane departure crashes, nearly double the citywide average. Suspected serious and minor injury crashes accounted for 3.8% and 12.4% of lane departure crashes, both exceeding the overall crash rate.

As illustrated in **Exhibit 3.7**, lane departure crashes occur throughout the City, with the highest concentration of KAB crashes occurring along IH 35 and IH 35E, accounting for 47% of KAB lane departure crashes.

To reduce lane departure crashes, the City can enhance roadway delineation to help drivers maintain proper lane position. Effective countermeasures include wider edge lines and high-contrast lane markings, thereby improving overall lane visibility, particularly under low-light and adverse weather conditions.

Figure 3.5. Lane Departure Crashes V. Total Crashes Severity Comparison

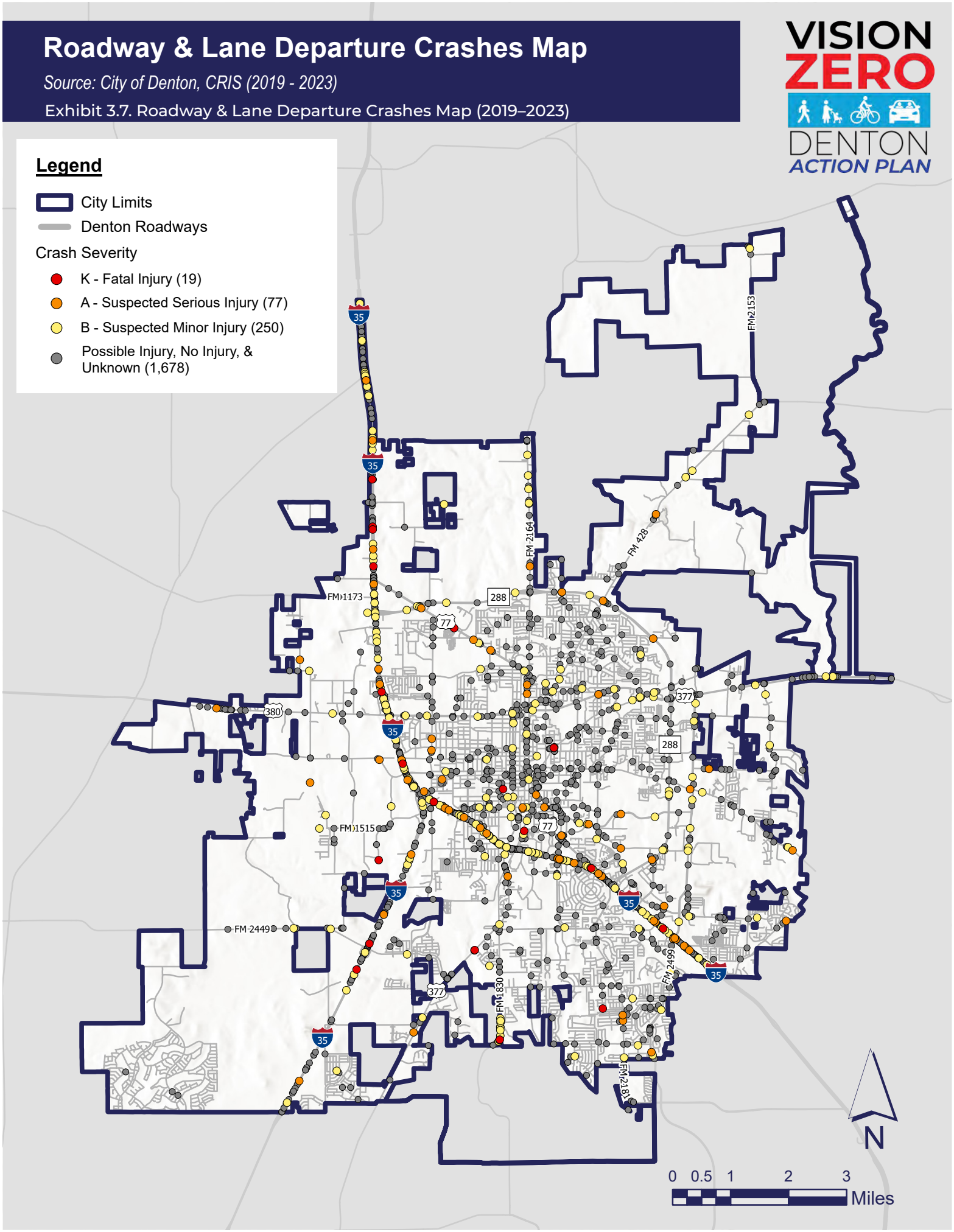


Roadway & Lane Departure Crashes Map

Source: City of Denton, CRIS (2019 - 2023)

Exhibit 3.7. Roadway & Lane Departure Crashes Map (2019–2023)

VISION ZERO DENTON ACTION PLAN



SPEED RELATED

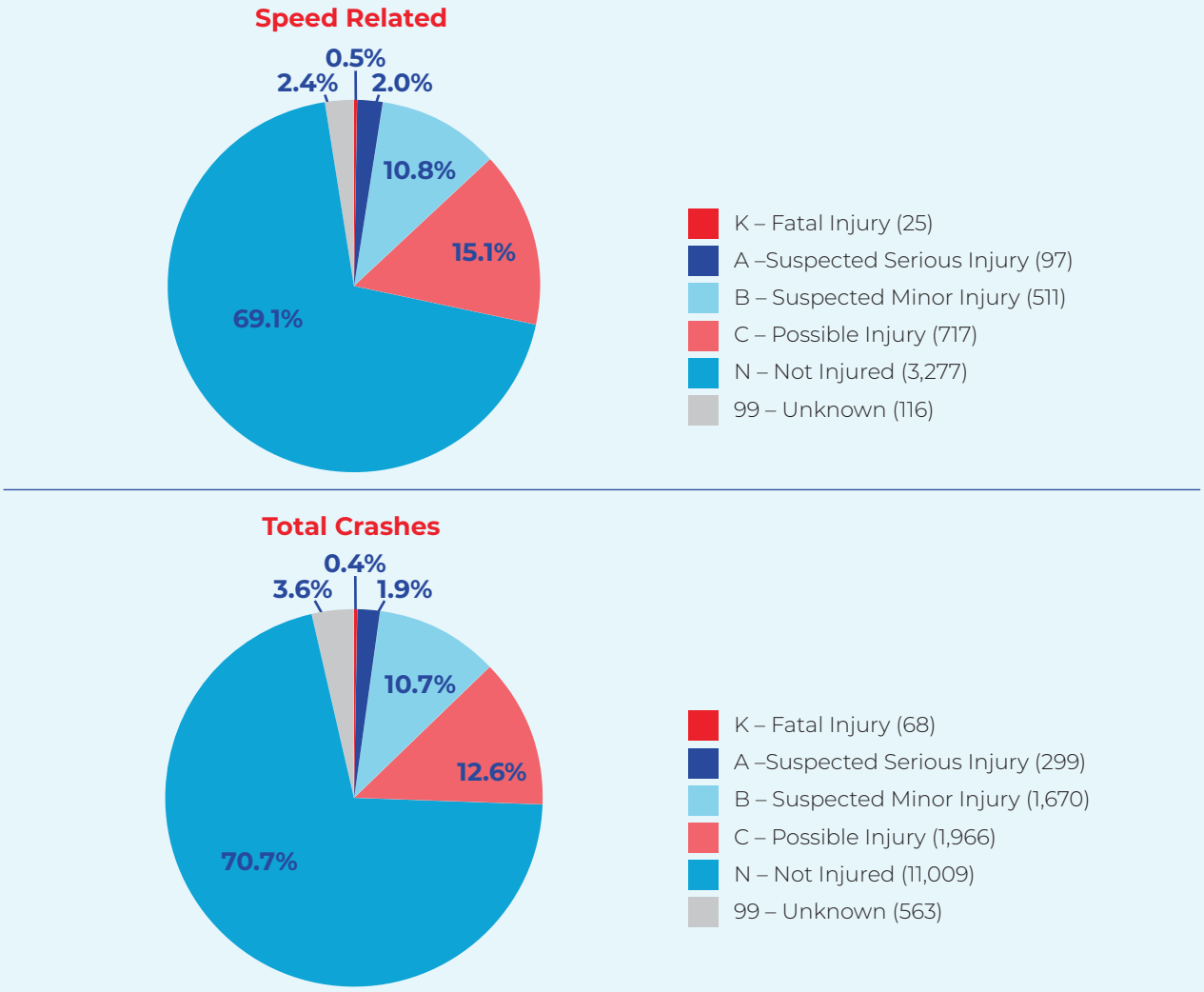
Speed related crashes encompass incidents in which drivers failed to maintain control of their speed, exceeded posted speed limits, or traveled at unsafe speeds. Excessive speed reduces reaction time and increases the likelihood and severity of crashes.

Speed related factors were cited in 4,743 crashes (~30.5%)—the most common contributing factor. Fatal, serious, and minor injury shares are comparable to citywide averages, but possible injury is notably higher (~15.1% vs. ~12.6% overall), indicating a broad burden of lower severity harms associated with speed.

As illustrated in **Exhibit 3.8**, the Highways and arterials account for a significant share of speed related crashes within the City, representing approximately 75% of these incidents.

To manage speeds and reduce crashes, the City can implement traffic calming and speed management countermeasures that encourage consistent, lower operating speeds. These measures include installing dynamic speed feedback signs, constructing raised medians and pedestrian refuge islands, and modifying roadway configurations. Targeted, high-visibility law enforcement can complement these measures and support sustained speed compliance. Given the younger age of drivers and prevalence of high-speed roadways that connect Denton to the greater DFW Region, it is imperative to evaluate posted speeds and designs that encourage lower operating speeds. These treatments should be a high priority for the City, as Speed-Related crashes represent a large share of high-injury crashes in Denton.

Figure 3.6. Speed Related Crashes V. Total Crashes Severity Comparison

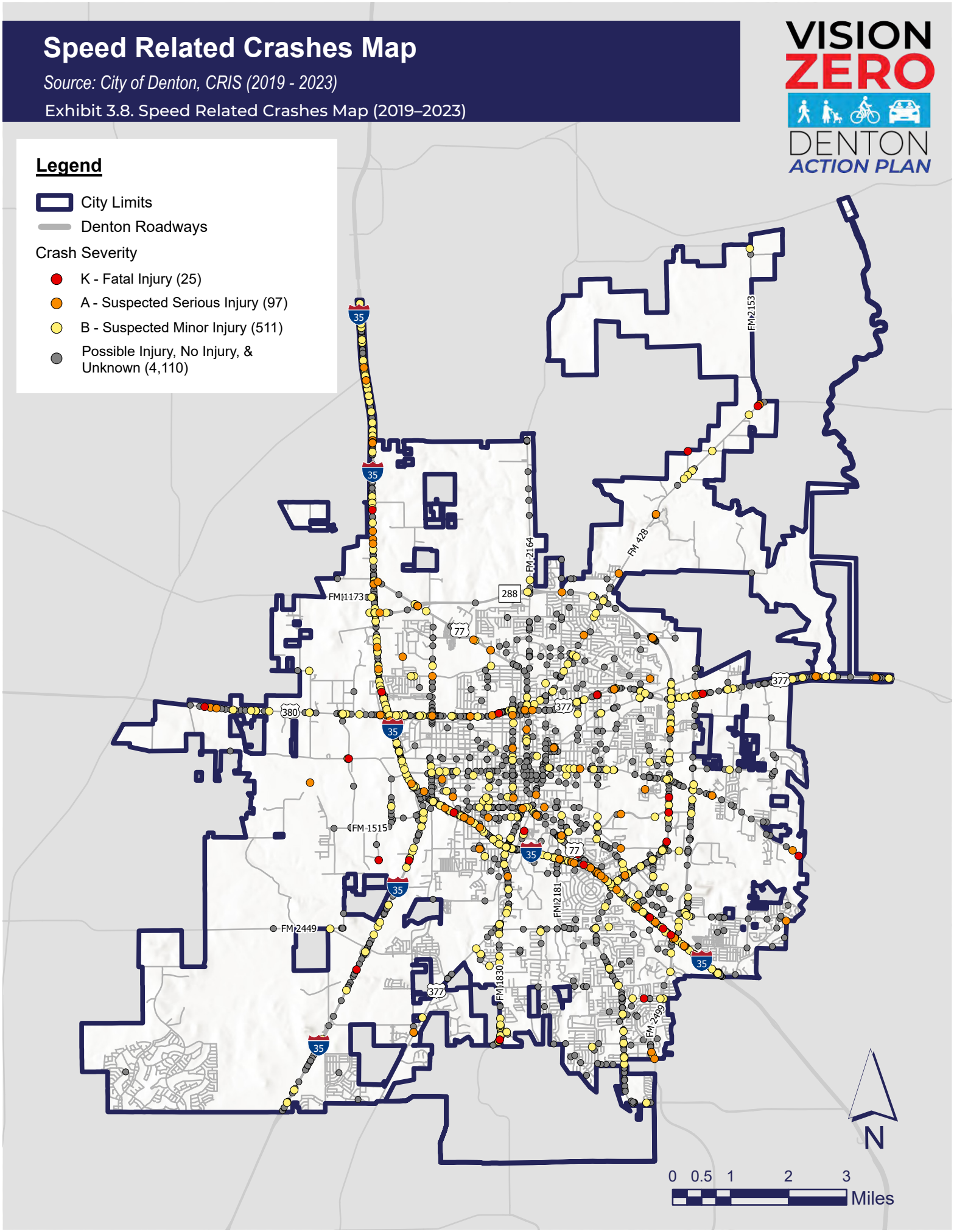


Speed Related Crashes Map

Source: City of Denton, CRIS (2019 - 2023)

Exhibit 3.8. Speed Related Crashes Map (2019–2023)

VISION ZERO DENTON ACTION PLAN



CRITICAL CRASH RATE METHOD

To identify locations with higher than expected severe crash burdens, the analysis applied the Critical Crash Rate methodology described in the Federal Highway Administration (FHWA) Highway Safety Manual (HSM). This approach compares location specific experience to expected performance among functionally similar roadways, controlling for traffic exposure.

This method is aimed at identifying locations that have a higher likelihood of crashes of higher severities and establishing them as priorities for future safety improvements. Overall, critical crash rate analysis is an effective tool for identifying and addressing safety concerns across the nation's roadway network. This approach supports improvements to transportation safety by highlighting roadway segments that experience a higher-than-expected frequency of crashes.

The methodology for calculating critical crash rates is based on comparisons among roadway segments with similar functional classifications and contextual characteristics. The analysis incorporates crash history and traffic volume data for specific roadway segments or intersections over a defined time. By evaluating and comparing critical crash rates across locations, transportation agencies can more effectively identify high-crash areas and prioritize them for further investigation and safety improvements.

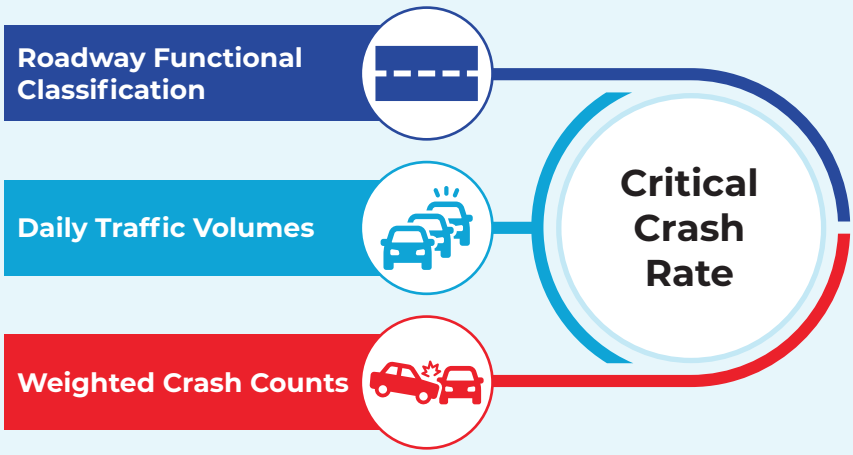
The critical crash rate was calculated for all Denton roadway segments through the development of an ArcGIS Pro model. The model assigns crashes, weighted by the severity of the crash, to an adjacent segment and performs the calculations in the order outlined by the FHWA. The following section describes the process that was used to calculate the critical crash rate, focusing on minor injury, severe injury and fatal crashes from 2019–2023.

CRITICAL CRASH RATE CALCULATION

The critical crash rate is calculated by dividing the number of severe crashes (fatalities and serious injuries) by the average daily traffic volume. This critical rate is then used to highlight areas where these high-injury crashes are occurring at higher frequencies when compared to traffic volumes of roadway segments with the same functional classifications. This calculation results in a rate of crashes per hundred million vehicle miles traveled (HMVMT).

INPUTS

Three primary data inputs are utilized to calculate the critical crash rate for each segment:



WEIGHTING

City of Denton Staff and the Vision Zero Task Force established the importance of focusing on eliminating crashes with the highest severities. To accomplish this, crashes were assigned a specific weighting factor based on their severity. Fatal injury crashes were assigned a factor of 15, severe injury crashes were given a factor of 3, and minor injury crashes were given a base factor of 1. These numbers are roughly influenced by the US Department of Transportation's Value of a Statistical Life (VSL), which assigns a value of how much society pays to reduce mortality risk. This study identified the average societal cost associated with each severity of crashes. Ultimately, City Staff and the VZTF refined these figures based on their assessment of crash severities specific to Denton. In employing this methodology, roadway segments that featured a fatal crash generally exhibited higher crash rates, allowing for those locations to be prioritized in the analysis.

CALCULATE VARIABLES

The parameters used in the critical crash rate analysis were derived using formulas outlined in the FHWA Highway Safety Manual. This metric evaluates roadway safety by measuring the variance between the crash rate observed in the field and the crash rate that would reasonably be anticipated under typical conditions. The observed crash rate reflects the actual number of crashes occurring along each roadway segment, expressed per hundred million vehicle miles traveled (HMVMT).

The expected crash rate, also calculated on an HMVMT basis, adjusts for differences in average daily traffic by functional classification. When applied, the analysis identifies roadway segments where crash occurrences exceed expected levels for facilities with comparable classification, surrounding context, traffic demand, and severity-weighted crash totals.

CALCULATE CRITICAL CRASH RATE RATIO

After all inputs are applied, a comparative ratio is generated to determine whether a roadway segment is experiencing a higher-than-anticipated rate of fatal and serious injury crashes. A ratio exceeding 1.0 indicates that the observed crash frequency surpasses the critical crash threshold, signaling that the segment performs worse than comparable roadways with similar functional classifications and contextual characteristics.

Summary

Observed Rate: severity weighted crashes normalized to exposure (per hundred million vehicle miles traveled—HMVMT).

Expected Rate: rate adjusted for functional class and ADT across comparable facilities.

Critical Crash Rate Ratio (CCRR): Observed ÷ Critical Threshold. Segments with CCRR ≥ 1.0 exceed the threshold and warrant priority review.

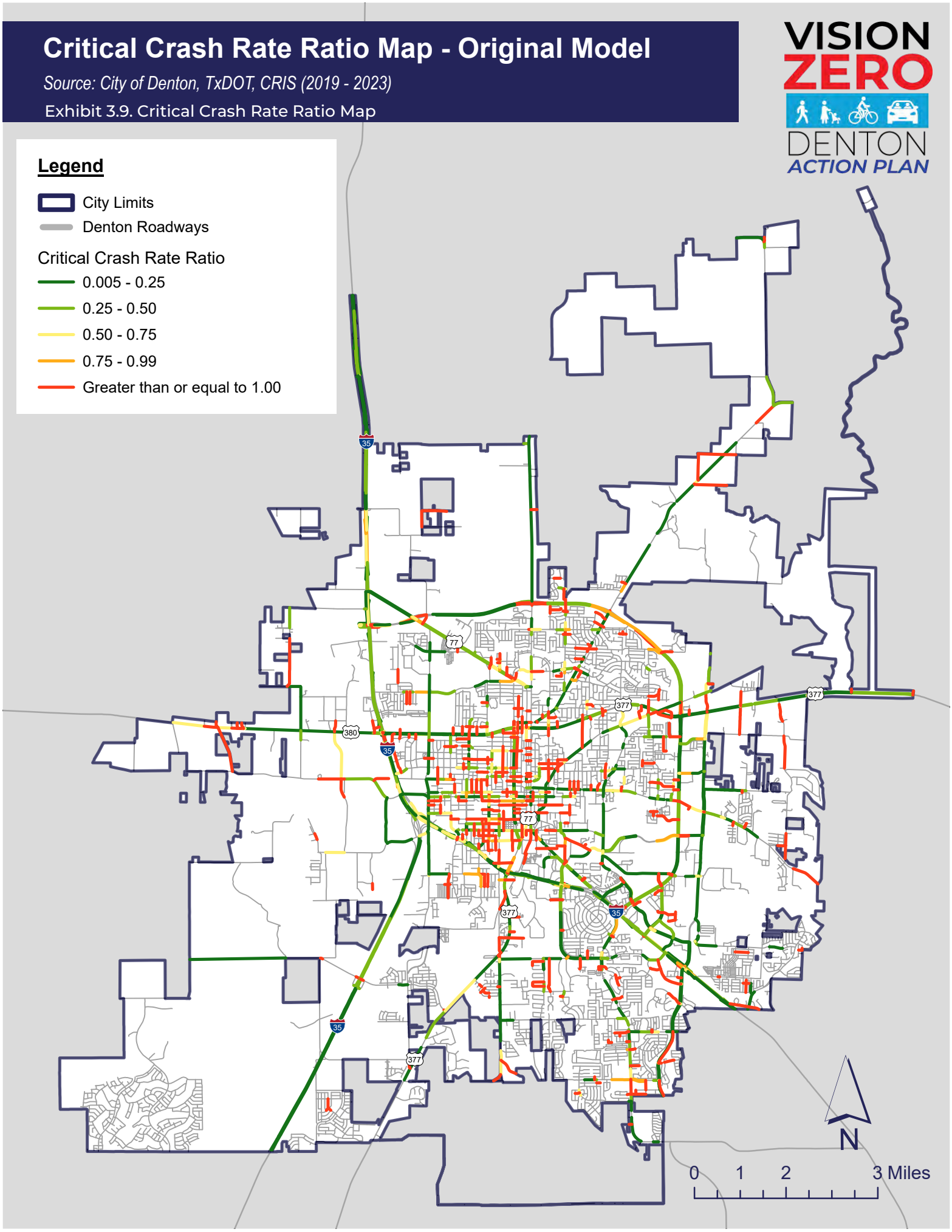
Segments with CCRR ≥ 1.0 (**Exhibit 3.9**) were screened as candidates for the High Injury Network (HIN), then evaluated alongside qualitative context (e.g., speed environment, sight distance, signing/marking quality, intersection design). To avoid false positives, segments showing CCRR ≥ 1.0 with only one crash were excluded unless that crash was a fatality.

Critical Crash Rate Ratio Map - Original Model

Source: City of Denton, TxDOT, CRIS (2019 - 2023)

Exhibit 3.9. Critical Crash Rate Ratio Map

VISION ZERO DENTON ACTION PLAN



HIN DEVELOPMENT & RESULTS

The High-Injury Network (HIN) is characterized by the identification of specific segments or intersections within the City of Denton with a disproportionally high number of traffic fatalities, serious injuries, or minor injuries. Combining the quantitative CCRR screening with structured qualitative review, the City and the Vision Zero Task Force delineated a High Injury Network that captures a disproportionate share of severe harm in a relatively small share of roadway mileage. The intent of the network is to prioritize targeted transportation safety improvements.

The final HIN for the Denton VZAP encompassed just 9.4% of the City's total roadway network, but accounted for 66.9% of all fatal, serious injury, and minor injury crashes and nearly 67% of all fatal crashes. The HIN is illustrated in Exhibit 3.10.

The following steps can be taken to monitor and implement improvements upon the establishment of the HIN:

Prioritize Safety Improvements

Based on the results of the analysis, crash patterns, and established prioritization of safety countermeasures. This could involve implementing engineering measures such as roadway redesign, installing traffic control devices, improving lighting, or enhancing pedestrian and cyclist safety.

Resource Allocation

Use the HIN to allocate resources appropriately based on need and concentration of crash severities. Resources could include funding, staffing, and coordination with key partners and stakeholders.

Implementing and Monitoring Improvements

Deploy and closely monitor the effectiveness of planned safety improvements. It is essential to track crash trends for specified periods after a safety improvement has been implemented. This could localize the effectiveness of specific countermeasures for Denton.

Continuous Review

As new data becomes available via CRIS, continue to evaluate critical crash rates and run the ArcGIS Model on a regular basis. This will ensure the effective allocation of resources and the identification of new high-crash locations for future countermeasure deployments.

To ensure the cleanliness of the model results, any roadway segments that exhibited a ratio greater than 1.0 but only experienced a single crash were removed from consideration to prioritize segments with a greater concentration of crashes. However, if the single crash was a fatality, this rule was omitted, and the segment remained in consideration. The remaining segments with ratios greater than 1.0 were flagged as HIN segment candidates. Gaps between flagged segments were then filled to create more contiguous corridors for targeted recommendations.

Final High Injury Network (HIN)

Source: City of Denton, TxDOT

Exhibit 3.10. Final High Injury Network (HIN)

VISION ZERO DENTON ACTION PLAN

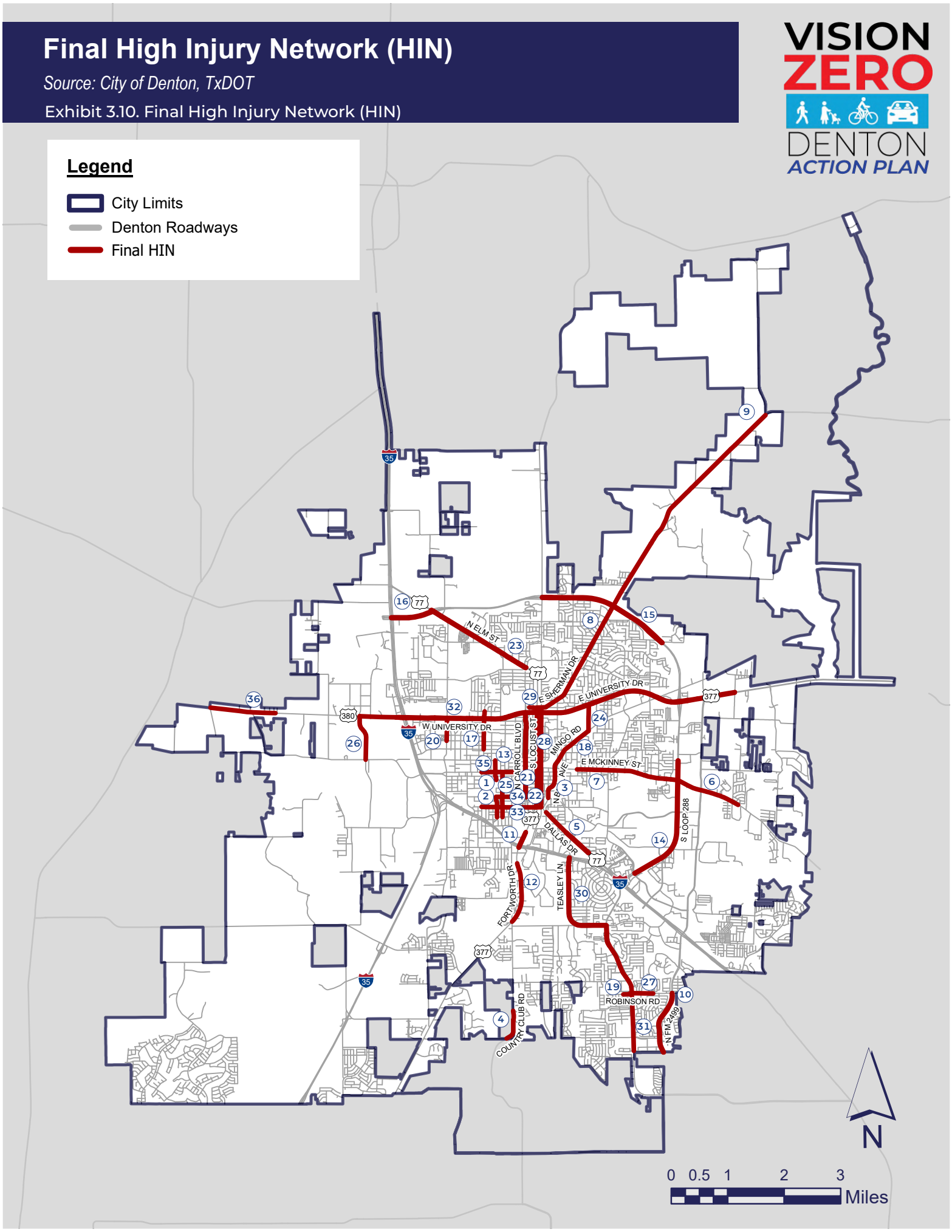


Table 3.7 provides a detailed breakdown of the HIN, consisting of 36 distinct road segments totaling 42.7 miles. Each segment is numerically labeled to correspond directly with the identifiers shown on **Exhibit 3.10** for cross-reference.

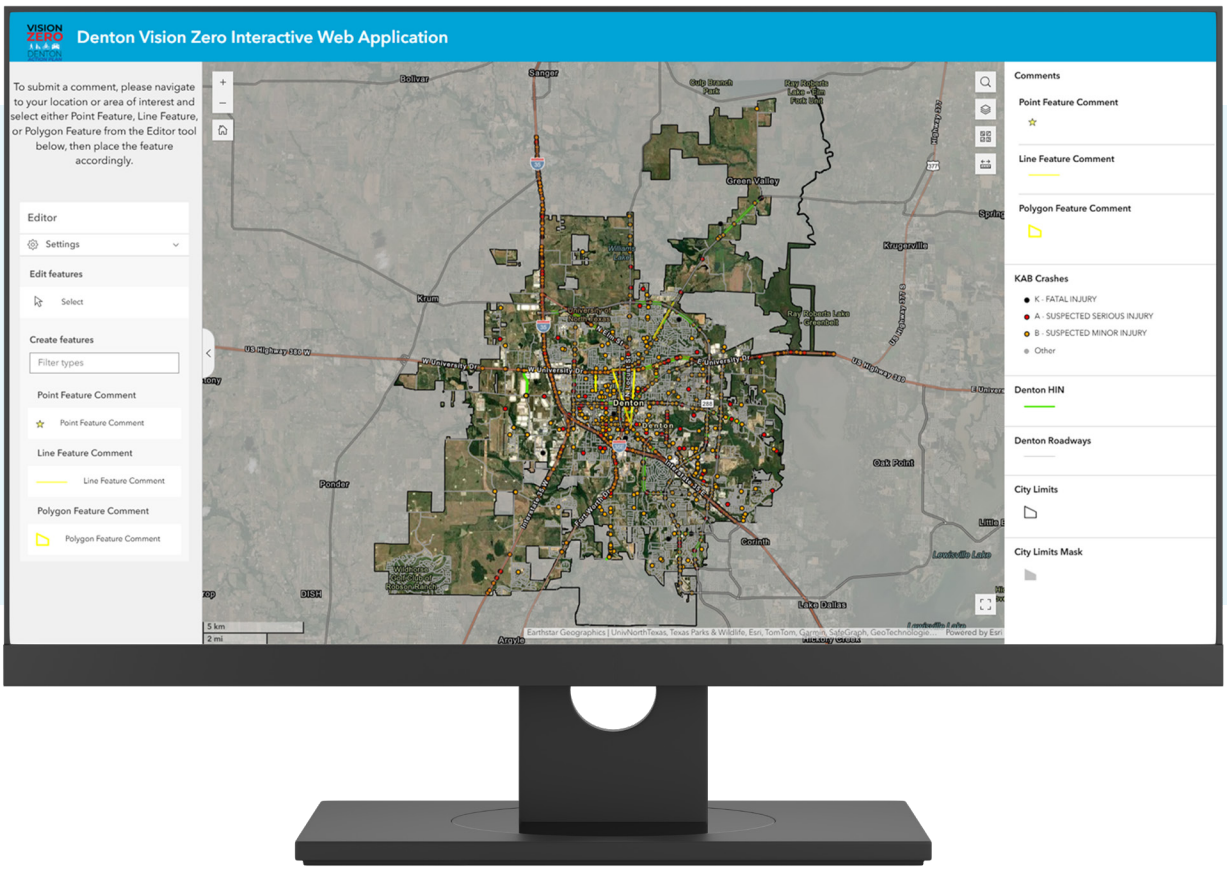
Table 3.7. Denton Vision Zero High Injury Network Segments

#	CORRIDOR NAME	START	END	LENGTH (MI.)
1	Ave A	W Hickory St	Mulberry St	0.1
2	Ave A	W Collins St	W Highland St	0.4
3	Bell Ave	Robertson St	Mingo Rd	0.7
4	Country Club Rd	Brush Creek Rd	Bighorn Pass	0.5
5	Dallas Dr	Rio Grande Blvd	Johnson St	1.6
6	E Mckinney St	Cardinal Dr	S Fork	1.3
7	E Mckinney St	N Bradshaw St	Mack Dr	0.8
8	E Sherman Dr (Inside Loop)	E Windsor Dr	N Loop 288	1.1
9	E. Sherman Dr (Northwest)	Elm Bottom Cir	FM 2153	1.8
10	FM 2499	City Boundary	Robinson Rd	1.1
11	Fort Worth Dr (North)	IH 35 E Interchange	530 ft North of Lindsey St	0.6
12	Fort Worth Dr (South)	Country Club Rd	Roselawn Dr	1.1
13	Fry St	Scripture St	W Hickory St	0.3
14	Loop 288 (East)	Colorado Blvd	Oriole Ln	2.4
15	Loop 288 (North East)	Kings Row	N Locust St	2.4
16	Loop 288 (North West)	IH 35 Interchange	N Elm St	0.8
17	Malone St	Panhandle St	Amherst Dr	0.7
18	Mingo Rd	N Bell Ave	Texas St	0.5
19	Miranda Pl	Colina Ave	Teasley Ave	0.2
20	N Bonnie Brae St	Linden Dr	W University Dr	0.4
21	N Carroll Blvd	W Highland St	W University Dr	1.5
22	N Elm St	Eagle Dr	E Sherman Dr	1.8
23	N Elm St (Northeast)	N Loop 288	W Windsor Dr	2.0
24	N Ruddell St	Mingo Rd	E University Dr	0.5
25	N Welch St	W Collins St	W Oak St	0.8
26	N Western Blvd	Jim Christal Rd	W University Dr	0.8
27	Robinson Rd	Teasley Ave	Bent Tree Lane	0.4
28	S Locust St	Eagle Dr	E Sherman Dr	1.8
29	Sherman Dr	Denison St	N Bell Ave	0.5
30	Teasley Lane (North)	Lillian B Miller Parkway	IH 35 E Interchange	3.5
31	Teasley Lane (South)	Lighthouse Dr	Robinson Rd	1.0
32	University Dr	N Western Blvd	Geesling Rd	6.1
33	W Eagle Dr	Ave C	S Locust St	1.1
34	W Highland St	Ave A	S Carroll Blvd	0.5
35	W Oak St	Jagoe St	Denton St	0.7
36	W University Dr	Private Drive at City Boundary	Cottonwood Ln	1.2
			Total	***42.7***

INTERACTIVE MAP

The HIN Segments were refined by the VZTF through an in-person tabletop exercise that highlighted crash rate ratios for key segments throughout the City. After the exercise, the VZTF had exclusive access to an interactive web map where they could place their comments to refine the HIN and select Study Corridors for further evaluation. VZTF members were able to place point, line, and polygon comments in areas where they believed HIN segments should be considered or removed. A view of the web map is displayed below:

Figure 3.7. Denton Vision Zero Interactive Map



VISION ZERO



DENTON ACTION PLAN

CHAPTER 4

COUNTERMEASURE APPLICATIONS

"The systemic countermeasure toolbox presents a comprehensive set of strategies designed to address common traffic safety concerns across a range of roadway contexts.

SYSTEMIC COUNTERMEASURES

This section of the Vision Zero Action Plan outlines systemic countermeasures that can be implemented citywide to enhance safety beyond the targeted improvements identified for specific study corridors. Implementation should prioritize roadways and intersections within the High Injury Network, where crash history indicates the most significant potential for safety benefits and where improvements can contribute to a safer, more connected transportation network.

The systemic countermeasure toolbox presents a comprehensive set of strategies designed to address common traffic safety concerns across a range of roadway contexts. The toolbox provides the City with flexible options to improve safety performance and support consistent application of proven safety treatments throughout the transportation system. Each countermeasure included in the toolbox is associated with a Crash Modification Factor (CMF). A CMF represents the expected change in crash frequency resulting from the implementation of a specific countermeasure. These values are sourced from the Crash Modification Factors Clearinghouse, a national resource that compiles and evaluates safety research, supporting the use of reliable data to inform safety decision-making.

Table 4.1. Systemic Countermeasures

COUNTERMEASURES	CMF
Raised Medians and Pedestrian Refuge Island	0.29
Rectangular Rapid Flashing Beacons (RRFB)	0.31
Bike Lanes	0.435
Roadway Reconfiguration	0.53
Curb Extensions	0.58
Roundabout	0.59
Sidewalks	0.598
Lane Designation Markings and Signs	0.8
Improving Signing and Visibility at Signals	0.81
Mid-Block Crosswalk	0.82
High Contrast Lane Markings	0.84
Retro-Reflective Backplates	0.85
Dynamic Speed Feedback Signs	0.95
Wider Edge Lines	0.97

Source: Crash Modification Factors Clearinghouse

RAISED MEDIANS AND PEDESTRIAN REFUGE ISLAND

What is it?

A physical separation between opposing traffic that can include landscaped or hardscaped medians. Refuge islands provide a protected space for pedestrians to cross one direction of traffic at a time.

Where does it work?

- Multilane arterials with high speeds or high volumes
- Long pedestrian crossing distances
- Locations with mid-block crossings or high turning-movement conflicts
- Transit corridors and school zones

Other considerations

- Coordinate median openings with access management
- Maintain clear pedestrian paths and ADA-compliant refuge widths
- Pair with lighting and high-visibility crosswalks
- Can reduce vehicular capacity if not designed with turning needs in mind

Figure 4.1. Raised Medians and Pedestrian Refuge Island Example



Source: Adobe Stock

RECTANGULAR RAPID FLASHING BEACONS (RRFB)

What is it?

A pedestrian-activated warning device that uses high-intensity, rapid flashing lights to alert drivers to people crossing at unsignalized locations.

Where does it work?

- Unsignalized crossings with moderate traffic volumes
- Mid-block or stop-controlled intersections
- Areas with documented yielding challenges
- Transit stops, multi-use trail crossings, schools, and downtown districts

Other considerations

- Requires MUTCD compliance and site warrants
- Works best with advance yield lines and daytime/nighttime lighting
- Avoid installation too close to signals where driver expectation may conflict

Figure 4.2. RRFB Example



Source: Kimley-Horn

BIKE LANES

What is it?

Dedicated roadway space for bicyclists defined by pavement markings and signage, with optional buffers or physical separation.

Where does it work?

- Collectors and arterials with adequate width
- Corridors with existing or planned bicycle demand
- Connections between parks, schools, transit, and activity centers

Other considerations

- Higher-speed roads may require buffers or physical protection
- Maintain continuity through intersections and driveways
- Consider green conflict markings at turn lanes

Figure 4.3. Bike Lane Example



Source: Adobe Stock

ROADWAY CONFIGURATION

What is it?

A reallocation of roadway space that reduces four undivided lanes to two through-lanes plus a center left-turn lane, often freeing space for bike lanes, parking, or pedestrian improvements.

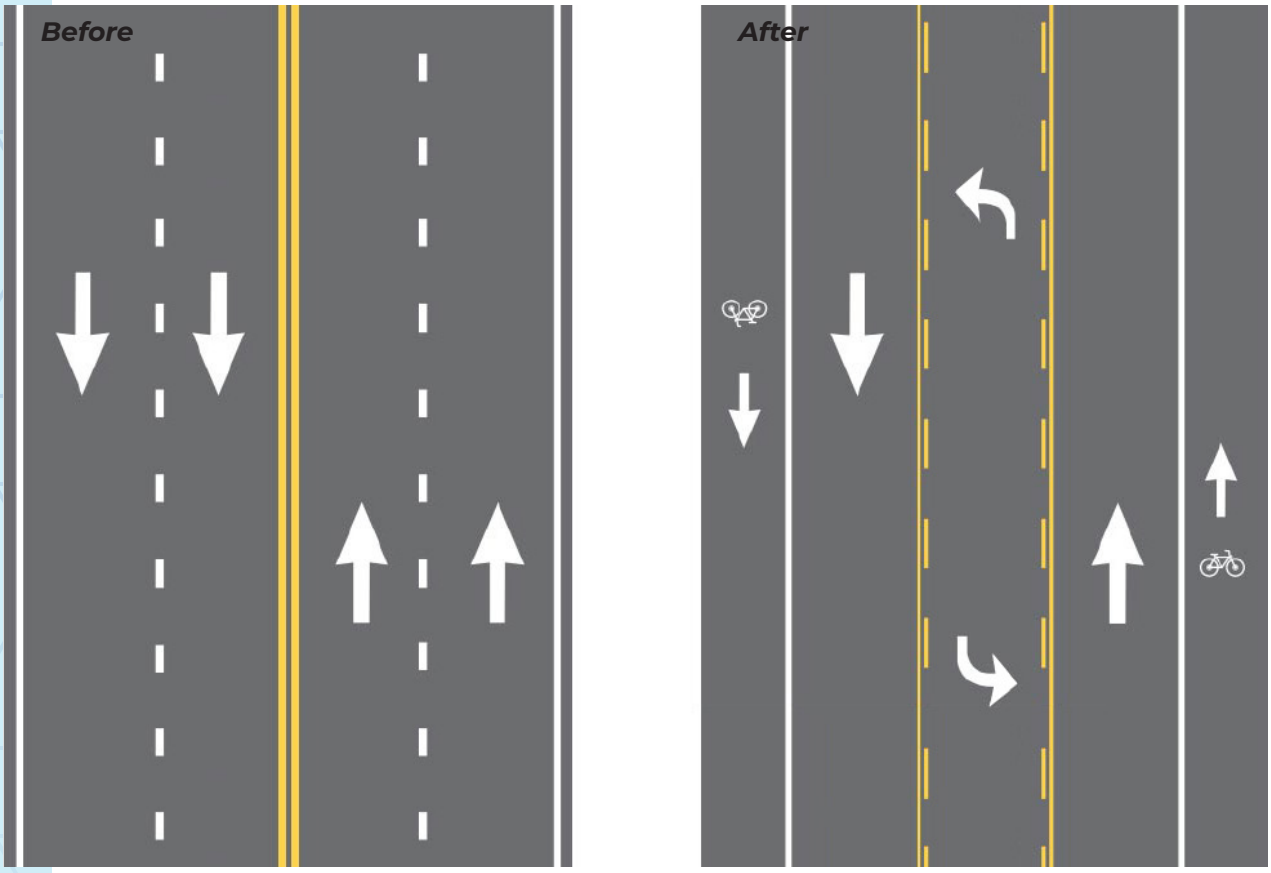
Where does it work?

- Corridors with ADT typically ≤ 12,000 vpd
- Streets with crash patterns tied to left-turn or sideswipe conflicts
- Urban corridors needing speed reduction and multimodal space

Other considerations

- Requires turning-movement and queue analysis at signals
- Evaluate bus stops, access points, and freight needs
- Great candidate for quick-build pilots

Figure 4.4. Roadway Configuration Example



Source: Federal Highway Administration

CURB EXTENSIONS

What is it?

Extensions of the curb into the parking or shoulder space to shorten crossing distance and improve pedestrian visibility.

Where does it work?

- Signalized and unsignalized intersections
- Downtowns, school areas, and commercial corridors
- Streets with on-street parking

Other considerations

- Ensure drainage flow is maintained
- Check turning paths for trucks, buses, and emergency vehicles
- Works best when paired with high-visibility crosswalks.

Figure 4.5. Curb Extensions Example



Source: pedbikeimages.org | Dan Burden

ROUNDABOUTS (RAB)

What is it?

A circular intersection design that reduces conflict points and lowers speeds by requiring entering vehicles to yield to circulating traffic.

Where does it work?

- High-crash intersections
- Areas with angle or left-turn crash patterns
- Locations where queues can be managed without signal timing

Other considerations

- Provide splitter islands and clear pedestrian crossings
- Design truck aprons for large vehicles
- Effective lighting is critical for nighttime safety

Figure 4.6. RAB Example



Source: Adobe Stock

SIDEWALKS

What is it?

Designated pedestrian facilities separated from the roadway, providing continuous and accessible space for walking.

Where does it work?

- Everywhere pedestrians are present or expected
- School zones, transit corridors, civic spaces, and mixed-use areas
- Streets with safety issues tied to walking along the roadway edge

Other considerations

- Maintain ADA compliance and continuous connectivity
- Integrate with curb ramps, lighting, and landscape zones
- Prioritize gaps near schools, transit, and parks

Figure 4.7. Sidewalk Example



Source: Adobe Stock

LANE DESIGNATION MARKINGS AND SIGNS

What is it?

Pavement markings and signage that clarify lane use, reduce driver confusion, and assist with navigation through complex intersections.

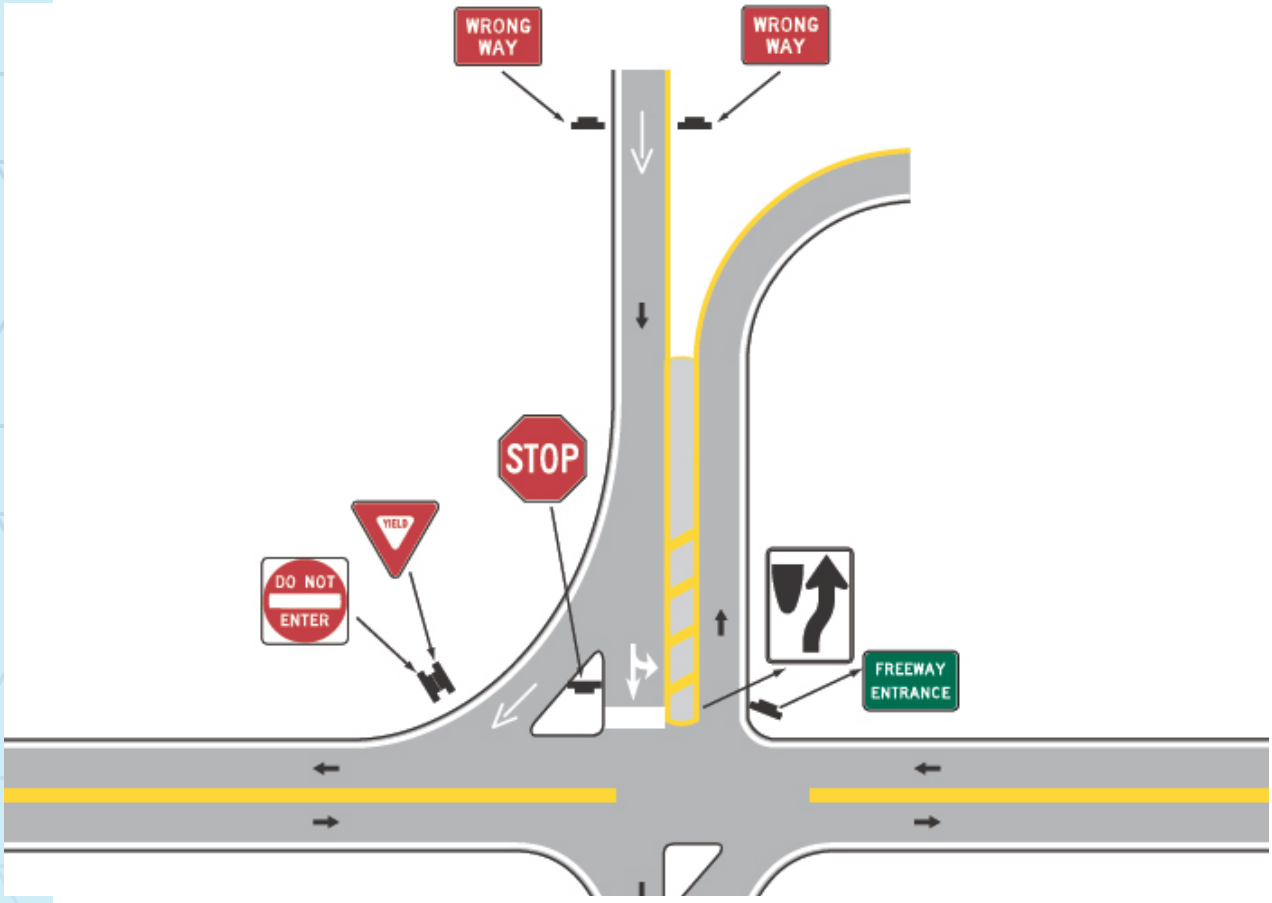
Where does it work?

- Multi-leg intersections
- Locations with weaving, merging, or turn-lane confusion
- Streets with high driveway density

Other considerations

- Maintain retroreflectivity
- Use advance guide signs on high-speed approaches
- Reassess sign clutter to avoid information overload

Figure 4.8. Lane Designation Markings and Signs Example



Source: Federal Highway Administration

IMPROVING SIGNING AND VISIBILITY AT SIGNALS

What is it?

Enhancements such as high-visibility crosswalks, upgraded signal heads, improved lighting, or reconfigured stop bars to increase driver awareness.

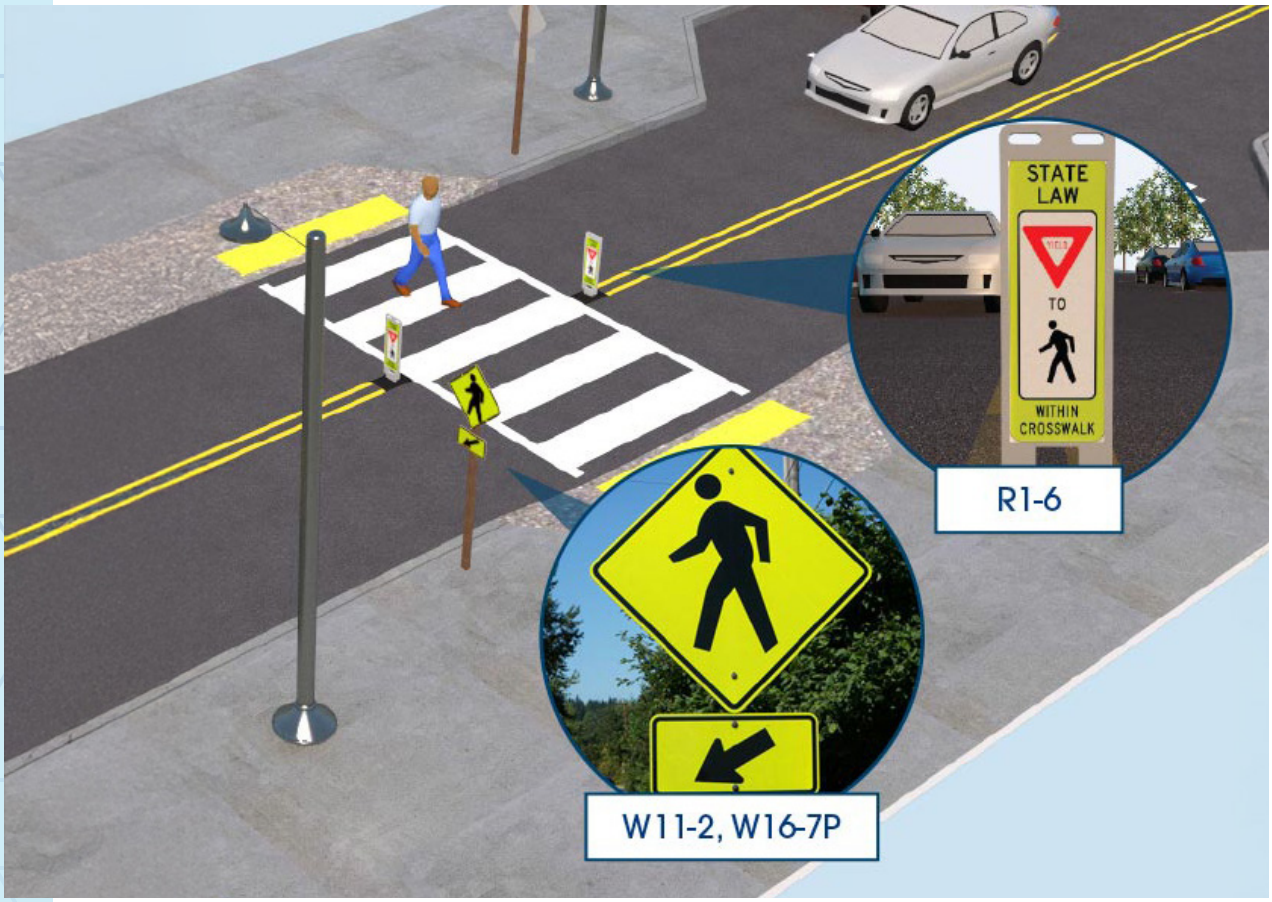
Where does it work?

- Signalized intersections
- High nighttime crash locations
- Multi-lane or skewed intersections

Other considerations

- Use thermoplastic or durable inlay materials
- Coordinate with lighting upgrades
- Evaluate mast-arm placement for visibility

Figure 4.9. Improving Signing and Visibility at Signals Example



Source: Federal Highway Administration

MID-BLOCK CROSSWALK

What is it?

Crossings placed between intersections to support direct pedestrian desire lines.

Where does it work?

- Long block lengths
- Transit stops and trails
- Downtowns and campus areas

Other considerations

- Always evaluate sight distance
- Pair with refuge islands, RRFBs, or signals as warranted
- Lighting is essential for nighttime safety

Figure 4.10. Mid-Block Crosswalk Example



Source: Adobe Stock

HIGH CONTRAST LANE MARKINGS

What is it?

Markings with colored or bordered contrast to improve visibility against light-colored pavement.

Where does it work?

- High-speed roads with lane departure issues
- Corridors with concrete or light asphalt pavement
- Areas with poor visibility during rain or nighttime

Other considerations

- Consider wet-reflective materials
- Maintain uniformity along corridor
- Coordinate with future resurfacing plans

Figure 4.11. High Contrast Lane Markings Example



Source: Federal Highway Administration

RETRO-REFLECTIVE BACKPLATES

What is it?

Traffic signal backplates with reflective borders that improve signal visibility during day, night, and power outages.

Where does it work?

- Signalized intersections with visual clutter
- Corridors with nighttime crash histories
- Wide or high-speed approaches

Other considerations

- Standardize citywide for consistency
- Maintain reflective material to avoid degradation
- Simple, low-cost, high-impact measure

Figure 4.12. Retro-Reflective Backplates Example



Source: Adobe Stock

DYNAMIC SPEED FEEDBACK SIGNS

What is it?

Radar-triggered signs that display a driver's real-time speed to encourage compliance.

Where does it work?

- School zones
- Transitions between high- and low-speed areas
- Corridors with documented speeding issues

Other considerations

- Works best paired with enforcement or calming measures
- Requires power supply and regular calibration
- Effective as part of a broader speed management program

Figure 4.13. Dynamic Speed Feedback Sign Example



Source: Adobe Stock

WIDER EDGE LINES

What is it?

Pavement edge lines increased from 4 inches to 6 inches to improve lane boundary visibility.

Where does it work?

- Rural roads
- Curves and segments with nighttime crashes
- Locations with narrow shoulders

Other considerations

- Combine with shoulder rumble strips where appropriate
- Evaluate roadside obstacles/clear zones
- Improves visibility in fog, rain, and low-light conditions

Figure 4.14. Wider Edge Line Example



Source: Adobe Stock

STUDY CORRIDORS

The systemic countermeasures toolbox was developed with the goal of applying it to the six road segments within the High-Injury Network (HIN) to help reduce crashes. These segments were selected as study corridors in coordination with City staff and the Vision Zero Task Force (VZTF). Crash reports were analyzed to characterize existing conditions and identify crash patterns and locations. This assessment established a baseline understanding of safety performance along the corridors. Collectively, the six corridors span approximately 10 miles and experienced 298 KAB crashes, as summarized in **Table 4.2**.

Table 4.2. Study Corridors

	LIMITS				CRASHES					
STUDY CORRIDOR	ORIGIN	ENDING	LENGTH (MI.)	FUNCTIONAL CLASS	K	A	B	TOTAL KABS	PEAK VOLUME	PEAK CRITICAL CRASH RATE
W University Dr	N Bonnie Brae	Old North Rd	3.7	Primary Arterial	4	22	107	133	31,453	3.13
N Carroll Blvd	380	W Highland St	1.5	Primary Arterial	1	3	53	39	28,998	3.23
E Sherman Dr	N Bell Ave	E Windsor Dr	0.7	–	0	0	0	0	0	0.00
Dallas Dr	Johnson	Rio Grande	1	Primary Arterial	2	3	26	31	26,716	3.16
Malone St	380	Panhandle	0.7	Collector	0	2	8	10	30,979	2.81
E McKinney St	Audra	Loop 288	2.1	Primary Arterial	0	6	27	33	33,667	3.37
		Totals	***10.06***		***7***	***39***	***252***	***298***		

Selected Study Corridors

Source: City of Denton, TxDOT

Exhibit 4.1. Selected Study Corridors

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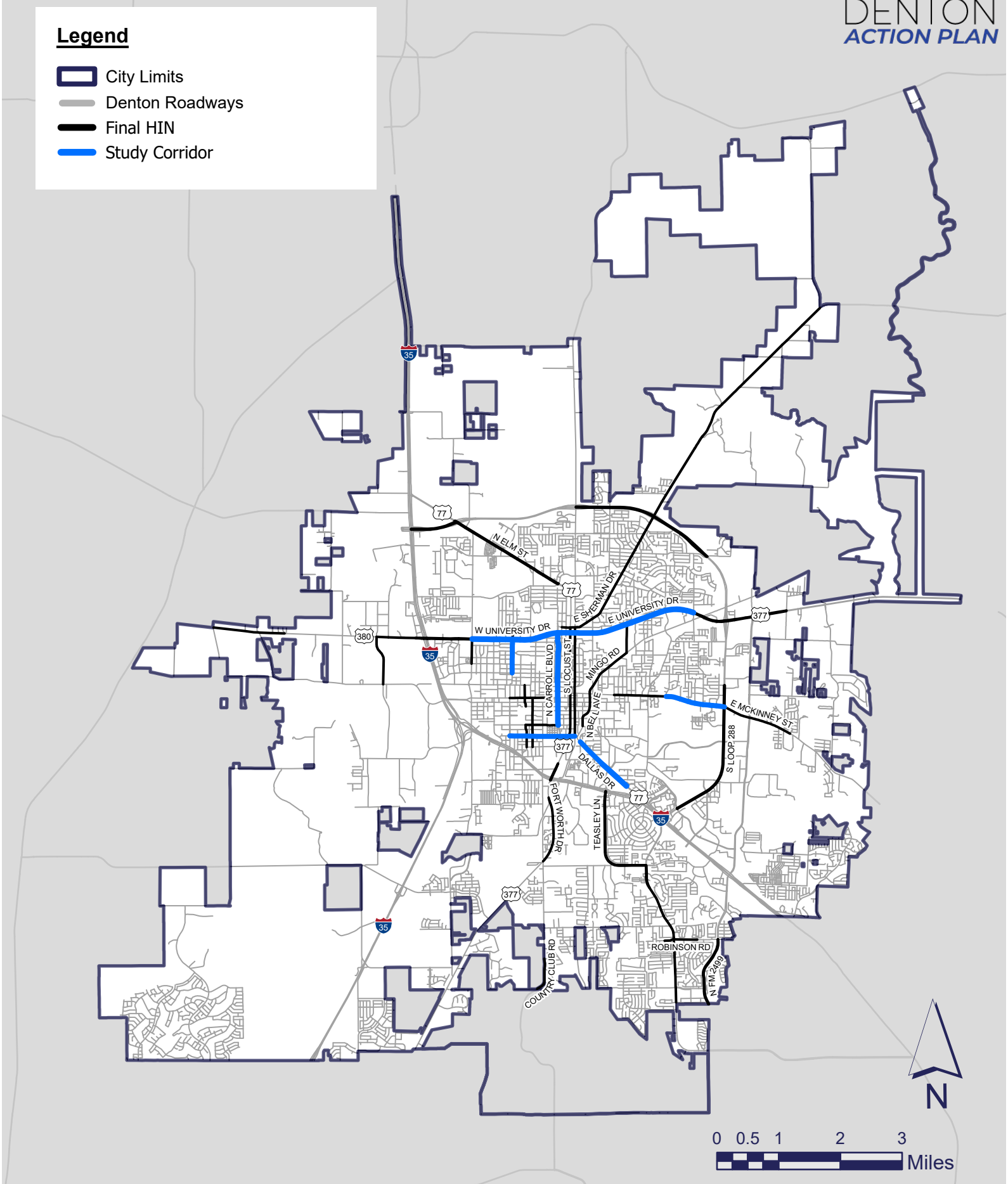


VISION ZERO



DENTON ACTION PLAN

CHAPTER 5

IMPLEMENTING THE VISION

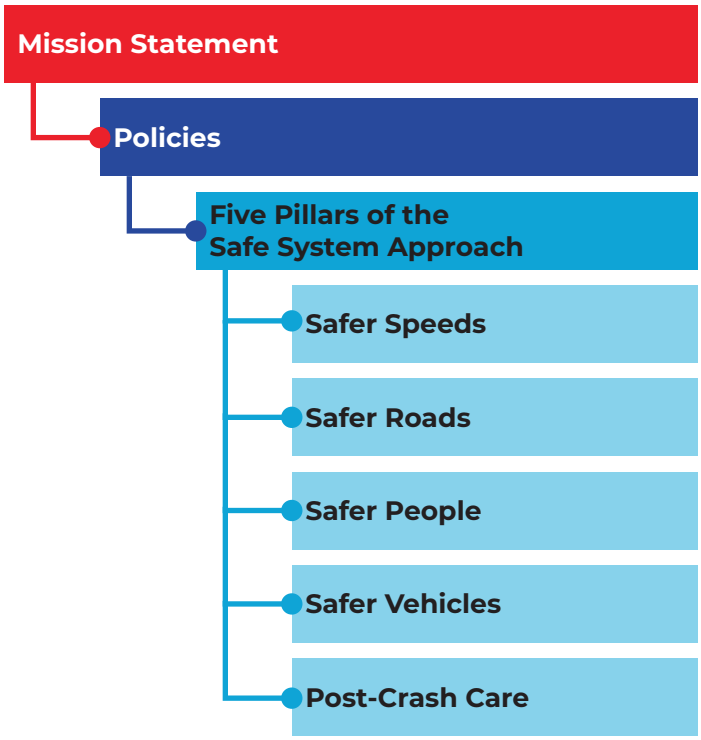
"The Implementation Program offers a 5–10 year roadmap grounded in the Safe System Approach, aligned with emphasis areas, and supported by the mission and guiding principles established by the Vision Zero Task Force.

IMPLEMENTATION PROGRAM

This chapter translates the Vision Zero Action Plan's analytical findings and community priorities into a set of actionable, trackable, and implementable strategies for the City of Denton. While **Chapters 3** and **4** identify where and why severe crashes occur—and the types of countermeasures that can address them—this chapter provides the framework for execution, spanning policy, programs, partnerships, and project delivery.

The Implementation Program offers a 5–10 year roadmap grounded in the Safe System Approach, aligned with SS4A emphasis areas, and supported by the mission and guiding principles established by the Vision Zero Task Force. Actions are designed to be achievable, scalable, and adaptable as Denton grows and conditions evolve.

The recommended actions are intended to realize the vision established by the community throughout this process. The Implementation Action Matrix is displayed in a tabular form, beginning on page 61. Policies are organized by the Five Pillars of the Safe System Approach, each stemming from the foundational Mission Statement. There are a total of 43 actions in the Matrix, organized by the overall vision framework described on the following page.

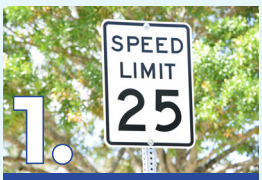


MISSION STATEMENT

As described in **Chapter 2**, the mission statement sets a clear and aspirational direction for improving roadway safety across the City. It guides the recommendations in the VZAP and is grounded in the principles of the Safe System Approach, ensuring that all implementation efforts align with this shared goal.

"Our mission is to create a safe, accessible, and sustainable multimodal future for all Denton road users. Through data, community engagement, and innovation, we aim to eliminate fatalities and serious injuries, ensuring a network that protects and serves everyone."





1. Safer Speeds



2. Safer Roads



3. Safer People



4. Safer Vehicles



5. Post-Crash Care

FIVE PILLARS OF THE SAFE SYSTEM APPROACH

The five pillars serve as the framework for organizing the action matrix. Each action is grouped under a pillar based on its topic. Together, these policies and actions support the goals of the Safe System Approach and provide clear guidance for improving safety.

IMPLEMENTATION PROGRAM COMPONENTS

EMPHASIS AREA

Relevant Texas SHSP Emphasis Areas associated with each action, these include:

- **Impaired Driving**
- **Distracted Driving**
- **Roadway & Lane Departures**
- **Intersection Safety**
- **Occupant Protection**
- **Speed Related**
- **Vulnerable Road Users**
- **Post-Crash Care**

TIMEFRAME

For every strategy, each action provides an estimated timeframe for implementation. The estimate timeframe for implementation allows for better decision making and allocation of funding to complete the action plan strategies and actions in a timely manner. This is broken out between the following:

Short (<2 Years)	Medium (2–5 Years)	Long (5+ Years)	Ongoing
This action is a top priority and can be a "quick win" for Vision Zero.	This action may take more time but can be accomplished before the next VZAP update.	This action will require many years but will have significant impact when complete.	This action does not have a specified time frame and should be executed on a continuous basis.

PARTNERS

In many instances, collaboration with partner organizations, entities, or stakeholders is crucial for the successful implementation of the recommended actions. These partners play a vital role by contributing resources, expertise, and support to achieve the Plan's goals. The following list identifies internal and external partners that could aid in the implementation process, though it is not exhaustive:

Internal Teams:

- City Council
- Transportation Services
- Planning & Development Services
- Streets, CIP, and Engineering
- Police Department
- EMS/Fire
- Parks & Recreation

External Partners:

- TxDOT
- Denton County
- DCTA
- UNT and TWU
- Community advocacy and safety groups
- Neighborhood leadership and local organizations
- National nonprofits and safety researchers

FUNDING

Funding and its source are an important step in implementing the action plan. The matrix also provides information about whether the action can be accomplished through three different funding sources:

- Existing Funds
- Reallocation of Funds
- Alternative Funding Source

ACTION MATRIX

The Matrix provides detailed information for each action:

- **Action description**
- **Emphasis area(s)**
- **Timeframe**
- **Responsible partners**
- **Funding pathway**

These components make the Implementation Program transparent, trackable, and easy to integrate into departmental work plans.

The full Matrix includes 43 actions, organized by pillar and aligned with the Mission Statement. Each action is designed to:

- **Reduce severe crash risk**
- **Improve multimodal safety**
- **Advance behavioral, operational, and engineering solutions**
- **Build toward a citywide culture of safety**



SAFER SPEEDS

Slower vehicle speeds reduce crash impact forces, increase driver reaction time, and improve awareness of surrounding conditions. Managing speeds is crucial to protecting all roadway users, particularly those who are most vulnerable. Achieving safer operating speeds requires the application of equitable strategies, including the establishment of appropriate speed limits, roadway design practices, and supportive ordinances and policies.

Table 5.1. Actions for Safer Speeds

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
★	Develop speed limit setting standards that reduce reliance on the 85th percentile measure.	» Speed Related » Vulnerable Road Users	Medium (2–5 Years)	TxDOT, Streets
	Expand the existing Street Tree Ordinance to contribute to Traffic Calming and the City's existing beautification efforts.	» Speed Related » Intersection Safety » Vulnerable Road Users	Medium (2–5 Years)	Streets, Parks & Recreation, Development Services
★	Implement the construction of solid barriers to separate transportation modes, prioritizing roadway segments where speed differentials are high.	» Speed Related » Roadway & Lane Departures » Vulnerable Road Users	Long (5< Years)	CIP, Streets, Development Services, Planning, TxDOT, Private Sector

★ *Indicates a priority project*

Table 5.1. Actions for Safer Speeds (Continued)

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
	Adding raised crosswalks and speed humps where appropriate to promote safer speeds through vertical deflection.	» Speed Related » Vulnerable Road Users	Long (5< Years)	City Council, CIP, Streets, Development Services
	Develop an access management plan and adopt access management standards that prevent crashes such as driveway consolidation, driveway closures near intersections, and medians.	» Occupant Protection » Speed Related » Vulnerable Road Users » Intersection Safety » Roadway & Lane Departures	Long (5< Years)	TxDOT, Streets, CIP, Private Sector, Planning
	Develop a speed management program that monitors speed related crashes across the City to determine targeted traffic calming and enforcement locations.	» Speed Related » Vulnerable Road Users	Long (5< Years)	Denton PD, Development Services



SAFER ROADS

Safe roads employ design and operational strategies that reduce the likelihood of crashes and limit the severity of injuries when crashes occur. These strategies protect the human body by managing conflict points and controlling crash forces. Designers can prevent crashes by separating roadway users traveling at different speeds or in opposing directions through physical space, timing, or both.

Table 5.2. Actions for Safer Roads

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
	Coordinate with local and state roadway authorities to begin implementing safety measures that incorporate universal street design, prioritizing future and existing projects in areas with a higher percentage of vulnerable populations.	» Vulnerable Road Users » Intersection Related	Ongoing	TxDOT, Streets, Development Services
	Support innovative construction and reimagined designs of existing intersections in the City in such a manner that makes travel across the City more accessible, comfortable, and intuitive, while also balancing appropriate spacing for each roadway use to accommodate a wide variety of travel modes.	» Intersection Related	Ongoing	TxDOT, Streets, Development Services
	Update the Street Design Manual to standardize a context-sensitive approach, with respect to the design of new and reconstructed roadways based on surrounding land uses.	» Intersection Safety » Speed Related	Ongoing	Streets, TxDOT, Development Services, Planning
	Prioritize the improvement of pedestrian facilities in residential areas in and around the downtown's vicinity.	» Vulnerable Road Users » Roadway & Lane Departures » Intersection Safety	Ongoing	Streets, CIP, Development Services, Planning
★	Prioritize the implementation of quick-build projects, such as bike lanes, road narrowing, curb extensions, high-visibility crosswalks, stop bar alignment improvements, and speed limit reductions, utilizing temporary materials, such as plastic bollards, flexible bollards, planters, textured paint, high-visibility paint, CMS boards, or other materials.	» Speed Related » Vulnerable Road Users	Short (<2 Years)	Transportation Services, Streets, CIP, Planning
	Develop crosswalk guidelines to aid in selecting locations and treatments for mid-block crossings.	» Vulnerable Road Users	Medium (2–5 Years)	Transportation Services, Streets, CIP

★ *Indicates a priority project*

Table 5.2. Actions for Safer Roads (Continued)

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
	Revise subdivision regulations to include access management tactics for safety, updating connectivity standards to improve street connectivity, including right-of-way for bicycle and trail facilities as well as revising the fee-in-lieu-of system for sidewalk variances granted by the Mobility Committee.	» Vulnerable Road Users	Medium (2–5 Years)	Development Services, Streets, CIP
	Identify and prioritize construction-ready safety projects to enhance roadway infrastructure and address critical safety concerns.	» Vulnerable Road Users » Intersection Safety » Distracted Driving » Impaired Driving » Roadway & Lane Departures	Medium (2–5 Years)	Streets, Mobility Committee, CIP, Planning
	Update the ADA Transition Plan to determine progress and identify new priorities to ensure compliance.	» Vulnerable Road Users » Intersection Related	Medium (2–5 Years)	City Council, Streets, EMS/Fire
	Develop a Safe Routes to School Plan focused on enhancing safety, accessibility, and connectivity for students commuting to and from school.	» Vulnerable Road Users » Intersection Related	Medium (2–5 Years)	City Council, Mobility Committee, Streets, EMS/Fire
	Implement roadway design features that prevent parking with 20–25 feet of an intersection (daylighting)	» Intersection Safety » Vulnerable Road Users	Medium (2–5 Years)	Streets, Planning, Development Services, TxDOT, CIP
★	Update intersection design and operations guidelines to incorporate a context sensitive approach for enhancing vulnerable road user safety.	» Intersection Related » Vulnerable Road Users	Long (5< Years)	Streets, Development Services, CIP, Planning, Denton PD
	Implement the construction of raised crosswalks in high-traffic or school zone areas to improve the visibility of micromobility modes of transportation and slow down vehicle speeds.	» Vulnerable Road Users » Speed Related	Long (5< Years)	Development Services, Streets, CIP
	Implement roadway reconfigurations at new traffic signal locations as an alternative to constructing additional turn lanes.	» Intersection Related	Long (5< Years)	Streets, CIP, Development Services, Planning, Denton PD
	Implement Access Management techniques on major corridors to reduce conflict points near commercial driveways.	» Roadway & Lane Departures » Vulnerable Road Users » Distracted Driving » Speed Related	Long (5< Years)	Streets, TxDOT, Planning
	Implement roadway design that would improve lighting at nighttime, particularly emphasizing lighting structures built for a pedestrian-sized context.	» Vulnerable Road Users » Intersection Safety » Distracted Driving » Impaired Driving » Roadway & Lane Departures	Long (5< Years)	Streets, CIP, Planning
	Develop and implement targeted improvements for the three corridors identified through the NCTCOG RSA Study Process to address safety and mobility challenges effectively.	» Vulnerable Road Users » Intersection Safety » Distracted Driving » Impaired Driving » Roadway & Lane Departures	Long (5< Years)	Streets, Mobility Committee, CIP, Planning



SAFER PEOPLE

Within the Safe System Approach, all roadway users, including pedestrians, bicyclists, drivers, and transit users, receive equal consideration. The approach prioritizes the safety of all users over vehicle throughput, recognizing that the transportation system should accommodate a range of travel modes. At the same time, all users share responsibility for operating within the conditions established by system designers and operators. Education and enforcement play a crucial role in promoting safe behavior and encouraging compliance.

Table 5.3. Actions for Safer People

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
★	Support community partners and schools in an effort to provide the highest quality driver, youth, and older adult training focused on safety and crash prevention.	» Roadway & Lane Departures » Impaired Driving » Occupant Protection » Speed Related » Vulnerable Road Users » Intersection Safety	Ongoing	Denton PD, Denton ISD, UNT, TWU, NCTC
	Engage in a regular auditing process of Denton's recent long-range planning efforts to evaluate how well the City is integrating recommendations from the plans into the VZAP Implementation process	» Vulnerable Road Users » Intersection Safety » Speed Related	Ongoing	Development Services, CIP, Planning, Parks & Recreation, DCTA
	Support the state in implementing regulatory measures that will strengthen the rigor of the driver's license testing	» Occupant Protection » Intersection Safety » Roadway & Lane Departures » Impaired Driving » Distracted Driving	Ongoing	Denton PD, TxDOT, Healthy Communities Coalition
	Improve paratransit services in Denton through new technologies that make requesting and scheduling a ride more intuitive and less costly	» Vulnerable Road Users	Ongoing	DCTA, City Council, Development Services, Planning

★ *Indicates a priority project*

Table 5.3. Actions for Safer People (Continued)

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
	Expand micromobility options that would reduce the reliance on driving to get to establishments that serve alcohol, particularly during peak hours on weekends.	» Impaired Driving	Short (<2 Years)	City Council, DCTA, Development Services
	Develop a process that would support the installation of midblock crosswalks at targeted locations with high pedestrian traffic.	» Vulnerable Road Users	Medium (2–5 Years)	Transportation Services, Streets, Development Services, City Council
	Enhance visibility of intersection enhancements through artistic treatments and the installation of low-cost bollards	» Intersection Safety » Vulnerable Road Users	Medium (2–5 Years)	City Council, Streets, Planning, Development Services
★	Enhance pedestrian infrastructure near schools, senior centers, and healthcare facilities through targeted safety improvements that focus on populations of vulnerable ages.	» Vulnerable Road Users » Intersection Safety	Long (5< Years)	City Council, Denton ISD, AARP, DCHD
	Evaluate the current pedestrian and bike network to assess its relative ease for the most vulnerable populations to navigate the system	» Vulnerable Road Users	Long (5< Years)	Streets, CIP, Planning, TxDOT



SAFER VEHICLES

The Safer Vehicles pillar can present challenges at the local level, as vehicle manufacturing standards and regulations are established mainly at the federal level. However, local actions continue to play a crucial role in advancing vehicle safety and supporting broader safety goals. Safety features built into vehicles protect people both inside and outside the vehicle by helping prevent crashes and reducing the severity of injuries when crashes occur.

Vehicle safety technologies include active systems that help prevent crashes, such as autonomous emergency braking, lane departure alerts, and blind spot monitoring. While vehicle manufacturers serve as primary stakeholders in advancing vehicle safety, individuals, employers, and organizations also influence outcomes through vehicle purchasing decisions and operational practices that prioritize safety features. The actions supporting the Safer Vehicles pillar range from promoting the use of emerging safety technologies to supporting policies and programs that enhance the protection of vehicle and roadway users.

Table 5.4. Actions for Safer Vehicles

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
★	Support the proposed rules by the National Highway and Transportation Administration that advance the Federal Motor Vehicle Safety Standards related to occupant and all-party survival in crashes including blind spot and back-up cameras, lane departure, driver visibility, speed limiters, pedestrian head survival, and other emerging technologies.	» Roadway & Lane Departures	Ongoing	TxDOT
	Develop procurement strategies that include multimodal alternatives to the fleet of municipal vehicles as well as specifying minimum safety requirements	» Occupant Protection	Short (<2 Years)	City Council, EMS/Fire, Denton PD, Streets

★ *Indicates a priority project*

Table 5.4. Actions for Safer Vehicles (Continued)

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
	Encourage micromobility users to be fitted with a flag or other visual element to account for the low-profile nature of the transportation mode	» Vulnerable Road Users	Medium (2–5 Years)	City Council, Denton PD, DCHD
★	Support the development of work zone intrusion detection systems that provide audible, visual, or vibratory alarms to rapidly alert drivers and field workers of an intrusion into a work zone.	» Occupant Protection » Roadway & Lane Departures » Vulnerable Road Users	Long (5< Years)	Private Sector, TxDOT
	Establish a Commercial Vehicle Enforcement Unit that would be tasked with vehicle inspection as well as to enforce rules and regulations that ensures CMV's are safe to drive within City limits	» Occupant Protection » Distracted Driving » Roadway & Lane Departures » Impaired Driving » Speed Related	Long (5< Years)	City Council, TxDOT, Denton PD, Streets



POST-CRASH CARE

When crashes occur, timely and coordinated response efforts are critical to protect those involved and reduce the risk of secondary incidents. First responders play a crucial role in quickly locating crash sites, providing immediate medical care, and transporting injured individuals to the appropriate medical facilities. At the scene, responders also secure the area to protect other roadway users and prevent additional crashes.

Prompt responses and thorough investigations by law enforcement support accurate documentation of crash circumstances. This information enhances the understanding of safety conditions and informs data analysis, engineering decisions, enforcement strategies, and policy development to help prevent future crashes.

Table 5.5. Actions for Post-Crash Care

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
★	Analyze safety data regularly with information that presents the identification of priority locations, contributing factors, and focus areas to inform safe system changes.	» Vulnerable Road Users	Ongoing	Streets, Planning, Development Services, TxDOT, CIP
	Increase police resources to have a more visible police presence for the purposes of effective traffic enforcement and improved traffic safety.	» Occupant Protection » Vulnerable Road Users	Ongoing	City Council, Denton PD
	Procure crash data reporting technology for studying near misses and utilizing predictive crash analyses to prioritize future City roadway improvements.	» Roadway & Lane Departures » Speed Related » Intersection Safety	Ongoing	Denton PD, TxDOT, Planning, Streets, Development Services
	Conduct a study analyzing the time from crashes to trauma center to inform strategies for shortening times from collisions to hospital care. (Examples include lifesaving equipment for all first responders and deploying a mobile EMT force in small vehicles)	» Vulnerable Road Users	Short (<2 Years)	EMS/Fire, Streets, TxDOT, Denton PD
★	Conduct advanced analyses on all reports of fatal and serious injury collisions within City Limits as new data becomes available.	» Vulnerable Road Users	Medium (2–5 Years)	Denton PD, Planning, Streets, TxDOT

★ *Indicates a priority project*

Table 5.5. Actions for Post-Crash Care (Continued)

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
	Establish a crash analysis studio that analyzes recent crashes within the City limits to assess potential causes for the collision and where there exist opportunities to mitigate future accidents through low-cost safety projects.	» Vulnerable Road Users » Intersection Safety » Roadway & Lane Departure » Distracted Driving » Speed Related » Post-Crash Care » Occupant Protection » Impaired Driving	Medium (2–5 Years)	Streets, TxDOT Planning, Denton PD
	Expand and integrate improved emergency vehicle preemption technological capabilities throughout the City.	» Roadway & Lane Departures » Occupant Protection	Long (>5 Years)	EMS/Fire, City Council, Streets, CIP
	Introduce the exchange of citation and charges data between the City and Courts.	» Vulnerable Road Users » Occupant Protection	Long (>5 Years)	Denton PD, UNT, TWU
	Enhance the public's knowledge of the top causes of roadway crashes on the City's roadways through periodically publishing said data.	» Impaired Driving » Distracted Driving » Intersection Safety » Roadway & Lane Departures » Speed Related	Long (>5 Years)	Streets, Denton PD, Planning, EMS/Fire, TxDOT

PLAN ADMINISTRATION

The City of Denton and its community partners have the responsibility of administering and implementing this plan. City Staff will manage implementation on a daily basis, as well as the tracking and amendments of the Plan. The following outlines responsibilities and administration activities for various implementation agencies:

TRANSPORTATION SERVICES & PARTNER DEPARTMENTS

All City departments will have some level of involvement in the implementation of this Plan. The Transportation Services Division will be the primary group overseeing the plan administration and annual updates to the City Council.

CITY COUNCIL

The City Council will play a pivotal role in advancing Plan implementation by providing continuous guidance and direction to staff, as well as other boards and commissions, while also making decisions concerning budget allocations and regulatory modifications as specified in the Implementation Program.

OTHER BOARDS, COMMITTEES, & COMMISSIONS

Within Denton, various boards, committees, and commissions are designated to fulfill specific roles in reviewing and guiding a variety of initiatives, all of which will play a crucial role in implementing the recommendations in the Implementation Program. These initiatives should align with the Safe System Approach, as well as the actions and mission identified in this Plan.

VISION ZERO TASK FORCE & OTHER PARTNERS

The VZTF plays a central role in carrying out the plan by directing strategies and actions that support timely and effective achievement of established goals. This group provides continued assistance with implementing agencies, monitors progress, and responds to emerging challenges as needed. In addition, the VZTF promotes coordination among key stakeholders, including residents, regional partners, and external departments, by fostering transparent communication and sustained community engagement to ensure accountability and forward progress.

TRACKING PROGRESS

Extensive efforts were dedicated throughout the planning process to engage a wide spectrum of residents and other key stakeholders to ensure the Plan aligns with the overarching community vision. To sustain community engagement and enthusiasm, transparency about forthcoming progress in Plan implementation is crucial. An effective approach for conveying this progress is through an annual progress report, which should provide updates on the status of implementation strategies and showcase achievements accomplished in the preceding year. The responsibility of producing the annual progress report will be led by the Transportation Services Division and presented to the City Council. Annual reporting will be facilitated through the Power BI Dashboard, which tracks crash patterns and highlights behavioral, roadway design, and environmental influences. As updated data are incorporated, the dashboard will visually illustrate and interpret emerging trends over time.

Table 5.6. Performance Measures

GOAL	PERFORMANCE CRITERIA	DATA SOURCE
Reduce the number of fatalities resulting from traffic collisions	Number of Traffic Fatalities	TxDOT CRIS
Reduce the number of serious injuries resulting from traffic collisions	Number of Serious Injuries	TxDOT CRIS
Implement the recommended corridor-wide and intersection countermeasures per the Denton Vision Zero Action Plan	Number of Study Corridors with Safety Upgrades Received	Denton City Vision Zero Action Plan
Embrace the recommended policy provisions and updates per the Denton Vision Zero Action Plan	Number of Vision Zero Plan Policies Adopted	Denton City Vision Zero Action Plan

FUTURE PLAN AMENDMENTS

Denton's VZAP represents conditions at a particular moment in time and is designed to evolve as the City changes. To maintain the long-term integrity of the vision, the implementation framework must remain adaptable and responsive to shifting crash trends. Transportation Services will provide annual progress reports to the City Council on the status of the Implementation Program, including any updates to the High-Injury Network resulting from emerging patterns. In addition, the Plan should undergo a comprehensive evaluation and update every five years to ensure continued alignment with current conditions and to reassess the effectiveness of recommended strategies. **Table 5.7** summarizes the anticipated frequency for completing each implementation task

Table 5.7. Plan Updates and Timeframes

PLAN UPDATE LEVEL	RECOMMENDED FREQUENCY	APPROVED BY
Minor Revision – text or wording changes, not affecting the recommendations	As Needed	Vision Zero Task Force
Major Revision – any change substantively changing a recommendation	As Needed	Vision Zero Task Force
Vision Zero Implementation Progress Report	Annually	City Council
Full Plan Update	Every Five Years	City Council

PHASE II CONCLUSION

Phase II of the Vision Zero Action Plan marks a significant milestone in advancing strategies to eliminate traffic-related fatalities and severe injuries, fostering a safer community for all. Phase II laid the groundwork by identifying high-injury networks, addressing systemic roadway safety issues, and fostering meaningful community engagement to guide the development of action-oriented recommendations. These recommendations are intended to provide high-level guidance. The City should undertake a more detailed analysis to build upon the work completed in Phase II and refine these into more specific, actionable strategies. The following items are recommended to further advance the goals of the Vision Zero Plan.

- Public Engagement
  - Additional VZTF Meetings
  - Additional Pop Ups & Public Workshops
- Additional Comprehensive Safety Analysis
  - Interactive Dashboard for Transparency
  - Target Countermeasures
- Corridor Selected Target Measures
  - Additional Preliminary Intersection Design
- Evaluation of Design Standards

The recommended items will offer an exciting opportunity to build on the foundation established in Phase II, advancing targeted improvements, deepening public involvement, and further aligning Denton with its Vision Zero goal of eliminating traffic fatalities by 2050.

IMPLEMENTATION PRIORITIES

Building on the foundation established in Phase II of the Vision Zero Action Plan, the City will focus its upcoming implementation efforts on advancing recommendations into actionable, project level strategies. These efforts will address critical safety concerns while integrating Vision Zero principles into all aspects of planning and design.

2026 SS4A IMPLEMENTATION GRANT APPLICATION

The City of Denton is preparing an SS4A Implementation Grant application to continue the work completed in Phases 1 and 2 of the Vision Zero Action Plan. This grant request is designed to advance targeted safety initiatives with a focus on achieving impactful results through improvements across the community.

The City will implement a range of low-cost, high-impact countermeasures designed to improve safety outcomes citywide, with a focus on locations within the High Injury Network. The grant will also support alignment with the findings of the NCTCOG Road Safety Audit Study and enable the City to prioritize targeted improvements along three key corridors identified in the study, Carroll, Hickory, and Eagle, to address critical safety concerns and reduce risk. Additionally, the grant will support construction-ready projects across Denton, helping the City identify opportunities to maximize community benefits and accelerate implementation timelines. The application will also support requests for transportation planning initiatives, including an ADA Transition Plan and a Safe Routes to School Plan, ensuring accessibility and safety for all members of the community. The City of Denton remains committed to creating a safer, more accessible transportation network for all users, and this grant application will support continued progress toward the Vision Zero goal of eliminating traffic-related fatalities and serious injuries.

From Planning to Action

Vision Zero Phases 1 & 2

- ✔ *Crash Data & Analysis*
- ✔ *Community Engagement*
- ✔ *Priority Identification*

SS4A Implementation

- ✔ *Implementation Projects*
- ✔ *Corridor Improvements*
- ✔ *Construction-Ready Projects*

Community Impact

- ✔ *Safe Travel for All Users*
- ✔ *Improved Mobility & Access*
- ✔ *Citywide Safety Benefits*

SS4A DEMONSTRATION PROJECTS WITH PRELIMINARY DESIGN

The City of Denton will prioritize SS4A demonstration projects with preliminary designs, focusing on expanding safety analyses through tools such as the Interactive Dashboard. This resource will play a central role in enhancing the understanding of the High-Injury Network (HIN) and the targeted countermeasures that will be recommended in the six study corridors. These tailored solutions will be implemented to systematically reduce risks and safety outcomes.

Additionally, the City is committed to evaluating and refining its design standards to better align with Vision Zero principles and national best practices. By advancing thoughtful, data-driven design, Denton aims to create infrastructure that fosters a safer, more connected transportation network for all users.

SRTS-BASED SAFETY IMPROVEMENTS IN ALIGNMENT WITH VISION ZERO

The City aims to enhance school safety by implementing Safe Routes to School (SRTS) improvements that align with Vision Zero principles. As an initial step, a preliminary analysis was conducted for 10 schools to evaluate their proximity to the High Injury Network (HIN).

As shown in **Table 5.8**, two schools, Nelson Elementary School and McMath Middle School, are located within a quarter mile of the HIN. Notably, access points to Nelson Elementary School directly connect to Teasley Lane, a corridor identified as part of the HIN, indicating an elevated exposure to traffic-related safety risks.

In addition, five schools are within a half-mile buffer of the HIN, while two are beyond this distance. These findings provide a foundation for prioritizing targeted safety improvements and identifying focus areas for SRTS improvements. The next phase will involve a transportation assessment as part of a Safe Routes to School Plan. This effort will include a more detailed evaluation of safety conditions and needs at each school, informing the development of tailored improvements.

Table 5.8. Schools Distance from HIN

SCHOOL	DISTANCE FROM HIN
Nelson Elementary School	0.25 Mile
McMath Middle School	0.25 Mile
Rivera Elementary School	0.5 Mile
Alexander Elementary School	0.5 Mile
Borman Elementary School	0.5 Mile
Evers Park Elementary School	0.5 Mile
Ryan Elementary School	0.5 Mile
Ginnings Elementary School	0.5 Mile
Stickland Middle School	0.5 Mile
Ryan Elementary School	Greater than 0.5 Mile
McNair Elementary School	Greater than 0.5 Mile

HIGH INJURY NETWORK-BASED SYSTEMATIC IMPLEMENTATIONS OR IMPROVEMENTS

The City will implement systemic safety improvements along the HIN by using crash data analysis to identify locations where countermeasures are most needed. This data-driven approach will allow the City to target specific crash patterns and apply appropriate safety treatments. For example, at locations with a high frequency of nighttime or low-visibility crashes, the City will enhance lighting conditions through the installation of additional light fixtures, retroreflective backplates, and high-contrast lane markings. At signalized intersections, the City will improve safety by upgrading signal timing, installing retroreflective backplates, and increasing the visibility of traffic control devices. To address speeding-related crashes, the City will deploy countermeasures such as dynamic speed feedback signs, roadway reconfiguration, and other traffic calming measures. These examples represent a broader set of data-driven strategies the City will deploy to improve roadway safety, reduce crash risk, and advance the Vision Zero mission statement.

VISION ZERO



DENTON ACTION PLAN

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Development Services, Finance

ICM: Cassey Ogden

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to accept on behalf of the City a reimbursement grant from the U.S. Department of Transportation Fiscal Year 2024 Safe Streets and Roads for All Program in the amount of $576,000 in federal funding which requires City matching funds in the amount of $144,000 to develop a comprehensive safety action plan; and providing an effective date.

BACKGROUND

The Infrastructure Investment and Jobs Act 2021 authorized and appropriated $1 billion to the U.S. Department of Transportation (USDOT) for fiscal year 2024 for the Safe Streets and Roads for All (SS4A) grant program. The purpose of the SS4A grant program is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development, refinement, and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial operators.

The USDOT grants a total budget of $720,000 for this project, consisting of $576,000 from USDOT and a local match of $144,000 from the Transportation Services Operating Fund.

Through Safety Action Plan, the City will conduct supplemental safety planning to enhance road safety on roadways with the City limits. As part of this project the City of Denton will

1. Make an official public commitment to a goal of eliminating roadway fatalities and serious injuries by a certain date. This will be done through the creation of a Vision Zero Task Force that will oversee the implementation and monitoring of all components outlined in the Safety Action Plan.
2. Conduct a comprehensive safety analysis to determine existing conditions and historical trends of crashes within the city including data on location, severity, contributing factors, and crash type by road user. Other factors to consider in this analysis are representation and inclusion of underserved communities, and the assessment of current plans and policies. This analysis will be used to create a High-Injury Network to determine areas within the roadway network that will require the most development.

3. From the High-Injury Network, select a subset of study corridors to focus on countermeasure analysis to produce a list of specific countermeasures intended to address and enhance safety within these corridors.

4. Engage with the public and relevant stakeholders through the creation of a project website, survey activities, and public event pop ups. Feedback collected through public engagement will be incorporated into the action plan.
5. Coordinate with regional stakeholders to determine how the City's objectives coincide with the vision of regional planning organizations. As of now, there are no comprehensive safety action plans in place by any larger jurisdiction Denton would fall under.
6. Evaluate policy changes to integrate safety through new policy, guidelines, and/or standards and strategies.
7. Create a prioritized list of projects that includes the costing, scoring, and ranking based on priority that provide time ranges for when the strategies and countermeasures will be deployed.
8. Complete a supplement planning analysis on the connection of Windsor Drive across Loop 288.

For City Council consideration, Staff would like to highlight specific information that is linked in the Agreement under the "General Terms and Conditions" as part of the contract:

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
(b) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code. 28 of 33
(c) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.
(d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

RECOMMENDATION
Staff recommends approval of the execution of the SS4A Agreement with USDOT.

FISCAL INFORMATION
The total amount awarded by USDOT is $720,000. USDOT grants over $576,000 (80%), and Transportation Services Operating Funds will be used to fulfill the 20% local match requirement of $144,000.

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance
Exhibit 3 - Agreement

Respectfully submitted:
Farhan Butt
Deputy Director of Transportation Services

Prepared by:
Sahar Esfandyari
Senior Transportation Planner

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO ACCEPT ON BEHALF OF THE CITY A REIMBURSEMENT GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL PROGRAM IN THE AMOUNT OF $576,000 IN FEDERAL FUNDING WHICH REQUIRES CITY MATCHING FUNDS IN THE AMOUNT OF $144,000, TO DEVELOP A VISION ZERO ACTION PLAN AND CONDUCT SUPPLEMENTAL PROJECT PLANNING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) authorized and appropriated $1 billion to be awarded by the U.S. Department of Transportation (USDOT) for the FY 2024 Safe Streets and Roads for All (SS4A) grant program; and

WHEREAS, the City of Denton applied for a planning project that will improve roadway safety by reducing and eliminating roadway fatalities and injuries through safety action plan development; and

WHEREAS, the City was awarded $576,000 in federal funding to develop a Vision Zero Action plan and conduct supplemental project planning; and

WHEREAS, the SS4A grant program requires a 20 percent local matching share of eligible project costs and the City's matching costs will be $144,000; and

WHEREAS, the City Council desires the City Manager, or their designee, to execute on behalf of the City of Denton all contracts and related documents with USDOT, and such other parties as shall be necessary and appropriate for the development of a Vision Zero Action Plan and to take all such further action necessary to accomplish the project: NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitals contained in the preamble of this ordinance are incorporated herein by reference as true and as if fully set forth in the body of this ordinance.

SECTION 2. The City hereby authorizes the City Manager, or their designee, to execute on behalf of the City all contracts and related documents with USDOT, for the financial assistance and development of the project.

SECTION 3. The City Manager, or their designee, is further authorized to carry out all duties and responsibilities to be performed by the City under the offer for the completion of the project, including, but not limited to, the expenditure of funds.

SECTION 4. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by [_____] and seconded by [_____].
The Ordinance was passed and approved by the following vote [__ – __ – __]:

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Susan Keller Digitally signed by Susan Keller
Date: 2026.05.11 16:06:42 -05'00'

BY: _____

1. Federal Award No.
693JJ32640384

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

4. Award To
City of Denton
215 E. McKinney St.
Denton, TX 76201
Unique Entity Id.: NAQBJ67VUM95
TIN No.: 75-6000514

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective Date of Award - 24 Months

7. Total Amount

Federal Share:	$576,000
Recipient Share:	$144,000
Other Federal Funds:	$ 0
Other Funds:	$ 0
Total:	$720,000

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
HSA240678PR

11. Federal Funds Obligated
$576,000

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data
15X0174E50.0000.055SR30500.5592000000.41010.61006600

14. Description of the Project
This award will be used by the City of Denton to develop a Vision Zero Plan and conduct a supplemental analysis on the connection of Windsor Drive across Loop 288.

RECIPIENT

15. Signature of Person Authorized to Sign

_____

Signature Date

Name: Cassey Ogden

Title: Interim City Manager, City of Denton

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

_____

Signature Date

Name: Hector Santamaria

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Denton (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the City of Denton Vision Zero Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Denton Vision Zero Plan

Application Date: April 3, 2024

2.2 Award Amount.

SS4A Grant Amount: $576,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative:

The project will be completed in one phase.

The City of Denton will

a) Develop an Action Plan; and

b) Conduct supplemental safety planning to enhance an Action Plan

As part of this project the City of Denton will:

1) Make an official public commitment to a goal of eliminating roadway fatalities and serious injuries by a certain date. This will be done through the creation of a Vision Zero Task Force that will oversee the implementation and monitoring of all components outlined in the Safety Action Plan.

2) Conduct a comprehensive safety analysis to determine existing conditions and historical trends of crashes within the city including data on location, severity, contributing factors, and crash type by road user. Other factors to consider in this analysis are representation from areas of persistent poverty, and the assessment of current plans and policies. This analysis will be used to create a High-Injury Network to determine areas within the roadway network that will require the most development.

3) From the High-Injury Network, select a subset of study corridors to focus on countermeasure analysis to produce a list of specific countermeasures intended to address and enhance safety within these corridors.

4) Engage with the public and relevant stakeholders through the creation of a project website, survey activities, and public event pop ups. Feedback collected through public engagement will be incorporated into the action plan.

5) Coordinate with regional stakeholders to determine how the City's objectives coincide with the vision of regional planning organizations. As of now, there are no comprehensive safety action plans in place by any larger jurisdiction Denton would fall under.

6) Evaluate policy changes to integrate safety through new policy, guidelines, and/or standards and strategies.

7) Create a prioritized list of projects that includes the costing, scoring, and ranking based on priority that provide time ranges for when the strategies and countermeasures will be deployed.

8) Complete a supplemental planning analysis on the connection of Windsor Drive across Loop 288.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	December 31, 2027
Planned SS4A Final Report Date:	March 1, 2028

Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	December 31, 2027
Planned SS4A Final Report Date:	March 1, 2028

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$576,000
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	$144,000
In-Kind Match:	$0
Other Funds:	$0
Total Eligible Project Cost:	$720,000

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4
CONTACT INFORMATION

4.1 Recipient Contact(s).

Farhan Butt
Deputy Director, Transportation Services
City of Denton
401 N Elm Street, Denton, Texas 76102
940-349-7774
Farhan.Butt@cityofdenton.com

4.2 Recipient Key Personnel.

Name	Title or Position
Cassey Ogden	Interim City Manager
Matthew Hamilton	Chief Financial Officer
Daniel Jones	Senior Grants Analyst
Farhan Butt	Deputy Director, Transportation Services

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator
Agreement Officer's Representative (AOR)
300 East 8th Street, Rm 826
Austin, Texas 78701
512-536-5900
Texas.FHWA@dot.gov

and

Ujval Patel
Texas Division Office Lead Point of Contact
Senior Area Engineer
FHWA Texas Division, 300 East 8th Street, RM 826, Austin, Texas 78701
512-536-5955
ujval.patel@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

N/A

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan and Supplemental Action Plan will be made publicly available and agrees that it will publish the final Action Plan/Supplemental Action Plan on a publicly available website.

6.5 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Denton

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Scope: N/A

Schedule: The original application materials indicated a project start date of January 1, 2025, and an end date of December 31, 2025. The start date has been changed to align with an updated grant agreement execution date. Upon a re-evaluation of the time it will take to develop a robust comprehensive safety action plan and a supplemental data analysis document, an additional 12 months has been added to the Period of Performance as well.

Budget: N/A

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3**	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union.
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences.
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment.
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements.
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies.
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards.
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B.
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

Any contractor employed by this project will be required to adhere to labor standards outlined in their contract, while ensuring safe and equitable work conditions. The Project's focus on long-term planning and maintenance will lead to stable, long-term employment opportunities in construction, engineering, urban planning, and transportation sectors.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

N/A This grant will not fund the purchase of Information Technology and/or Operational Technology.

ATTACHMENT G

[RESERVED]

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Human Resources

CM/ DCM/ ACM: Cassey Ogden, Interim City Manager

DATE: **May 19th, 2026**

SUBJECT

Consider approval of a resolution of the City of Denton amending Policy No. 10.00 "Ethics" to ensure the City establishes ethical expectations, promotes integrity, and provides guidelines to prevent an actual or perceived conflict of interest and misuse of City resources; Content unrelated to these core ethic philosophies originally held in Policy No. 10.00 Ethics are now delineated by the creation of Policy No. 10.01 "Gift, Meals, and Event Attendance", Policy No. 10.02 "Nepotism", Policy No. 10.03 "Secondary Employment"; and declaring an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Pursue Organizational Excellence and Collaborative and Respectful Leadership.

INFORMATION

The City's Code of Ordinances, Section 2-28, "Policies, Procedures, and Directives," establishes the definitions and approval processes for policy documents. The City of Denton maintains two types of policy documents: Policies and Administrative Directives.

- **Policies** must be adopted and approved by the City Council. A "Policy" means a statement of overall philosophy and direction, describing goals to be accomplished and programs to be established. To revise a Policy Statement, the City Council must approve the revision.
- **Administrative Directives** are approved and issued by the City Manager to city employees to establish rules and regulations concerning internal operational matters. Administrative Directives do not require City Council review or approval for enactment or revision.

BACKGROUND

- Originally adopted 2018, last updated 2023.
- The policy was originally developed as a set of concise sections outlining the City's ethical expectations established by the City. As these expectations became embedded within the City's core values, there was a need to more clearly define and expand the underlying standards and principles upheld by the organization.
- This resulted in separating four key topic areas into four standalone policies to provide greater clarity and focus.

- City Policy 10.00 (Ethics) establishes the overarching expectations and philosophy of ethical conduct in a clear and accessible format for employees.
- New City Policy 10.01 - Gifts, Meals, and Event Attendance
    - Establishes clear guidelines regarding the receipt and provision of gifts, meals, and event invitations in the course of official duties.
    - Increases the nominal value threshold from $25.00 to $50.00.
    - The section of the original policy containing this information has been separated from the former policy and established as its own stand-alone policy for clarity; however, only minor content changes were made.
- New City Policy 10.02 Nepotism Policy
    - Applies to external candidates seeking employment or re-employment, as well as current employees pursuing transfers or promotional opportunities.
    - The section of the original policy containing this information has been separated from the former policy and established as its own stand-alone policy for clarity; however, only minor content changes were
- New City Policy 10.03 Secondary Employment
    - Establishes guidelines for employees regarding secondary employment
    - The section of the original policy containing this information has been separated from the former policy and established as its own stand-alone policy for clarity; however, only minor content changes were
- Creating separate policies clarifies roles and responsibility for both departments and employees within each subject area. Definitions are more clearly and comprehensively outlined within each individual policy
- There is no budgetary impact associated with separating these policies

RECOMMENDATION

Staff recommends approval of the resolution.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution
Exhibit 3 – Revised Policy No. 10.00 - Ethics
Exhibit 4 – Redlined Policy Draft 10.00 - Ethics
Exhibit 5 – New Policy No. 10.01 - Gift, Meals, and Event Attendance
Exhibit 6 – New Policy No. 10.02 - Nepotism
Exhibit 7 – New Policy No. 10.03 - Secondary Employment

Respectfully submitted:
Megan Gilbreath, 940-349-8357
Director, Human Resources

For information concerning this policy, contact:
Megan Gilbreath, Director of Human Resources, 940-349-8357

Legal Point of contact:
Susan Keller, First Assistant City Attorney, 940-349-8132

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON AMENDING POLICY NO. 10.00 ETHICS TO ENSURE THE CITY ESTABLISHES ETHICAL EXPECTATIONS, PROMOTES INTEGRITY, AND PROVIDES GUIDELINES TO PREVENT AN ACTUAL OR PERCEIVED CONFLICT OF INTEREST AND MISUSE OF CITY RESOURCES; CONTENT DISTINCT FROM THESE CORE ETHIC PHILOSOPHIES ORIGINALLY HELD IN POLICY NO. 10.00 ETHICS ARE NOW DELINEATED BY THE CREATION OF POLICY NO. 10.01 GIFT, MEALS, AND EVENT ATTENDANCE, POLICY NO. 10.02 NEPOTISM, POLICY NO. 10.03 SECONDARY EMPLOYMENT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Policy No. 10.00 "Ethics" was originally adopted 2018,

WHEREAS, Policy No. 10.00 "Ethics" was last updated 2023,

WHEREAS, the Ethics Policy was originally developed as a set of concise sections outlining the ethical expectations established by the City. As these expectations became embedded within the City's core values, it became necessary to articulate more comprehensively the underlying standards and principles upheld by the organization.

WHEREAS, City Policy No. 10.00 "Ethics" will be the separation of the 4 key areas into the general ethics provision and 3 other additional policies; and

WHEREAS, the updated City Policy No. 10.00 Ethics will hold the expectations and philosophy of ethical expectations in an understandable platform for employees; and

WHEREAS, new City Policy No. 10.01 "Gifts, Meals, and Event Attendance" establishes clear guidelines regarding the receipt and provision of gifts, meals, and event invitations by City employees in the course of their official duties; and

WHEREAS, new City Policy No. 10.01 "Gifts, Meals, and Event Attendance" increases the nominal value of acceptable amounts from $25.00 to $50.00; and

WHEREAS, new City Policy No. 10.02, "Nepotism" applies to both external candidates seeking initial employment or re-employment with the City, as well as current employees pursuing internal transfers or promotional opportunities; and

WHEREAS, new City Policy No. 10.03 "Secondary Employment" establishes guidelines for employees regarding secondary employment; and

WHEREAS, the City Manager recommends adoption of these revised and newly established policies and the City Council desires to adopt such policies; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The Policy Statement in "Ethics", which is incorporated in this section, is hereby adopted as an official policy of the City of Denton:

> **POLICY STATEMENT:** The City is committed to upholding the highest ethical standards to ensure public trust. This policy establishes ethical expectations, promotes integrity, and provides guidelines to prevent an actual or perceived conflict of interest and misuse of City resources. Misuse of City resources is prohibited. Employees must comply with City policies, ordinances, the Texas Public Information Act, the Texas Local Government Code, and other applicable State and Federal laws.

The Policy Statement in "Gift, Meals, and Event Attendance", which is incorporated in this section, is hereby adopted as an official policy of the City of Denton:

> **POLICY STATEMENT:** The purpose of this policy is to establish clear guidelines regarding the receipt and provision of gifts, meals, and event invitations by City employees in the course of their official duties. These standards are intended to prevent actual or perceived conflict of interest, promote ethical conduct, and ensure all business interactions are conducted with transparency, fairness, and public trust.
>
> City employees must not accept or offer any item of value – regardless of the amount – if doing so could be reasonably perceived as influencing a business decision, creating a conflict of interest, or impairing the employee's objectivity.

The Policy Statement in "Nepotism", which is incorporated in this section, is hereby adopted as an official policy of the City of Denton:

> **POLICY STATEMENT:** To uphold the integrity of the hiring process, prevent actual or perceived conflicts of interest, protect confidential information, and in alignment with the City of Denton's core value of inclusion, the City prohibits the employment of individuals who are related, as defined by this policy, in certain positions or within specific departments.
>
> This policy applies to external candidates seeking initial employment or re-employment with the City, as well as current employees pursuing internal transfers or promotional opportunities. By applying this policy consistently, the City fosters a fair, transparent, and inclusive workplace that supports equitable opportunities for all.

The Policy Statement in "Secondary Employment", which is incorporated in this section, is hereby adopted as an official policy of the City of Denton:

> **POLICY STATEMENT:** The City of Denton is committed to fostering a collaborative and inclusive environment while ensuring that quality service is delivered to the public. The purpose of this policy is to establish guidelines for employees regarding secondary employment. The City of Denton aims to protect both employees and the City from unintended consequences from secondary employment. Employees may engage in secondary employment provided that it does not conflict with their primary job responsibilities, negatively impact performance, or disrupt the operational efficiency of the organization.

SECTION 2. This Resolution only adopts and approves the "Policy Statement" portions of Policy No. 10.00 Ethics, Policy No. 10.01 Gift, Meals, and Event Attendance, Policy No. 10.02 Nepotism, and Policy No. 10.03 Secondary Employment of the City of Denton Policies and Procedures

Manual. The "Administrative Procedures" portion of the Policy on Policies, Administrative Directives, and Procedures is not a policy of the City Council but rather an administrative procedure describing the means and methods by which City management implements the Policy. The City Manager is authorized to amend and issue such administrative procedures and directives as deemed necessary to implement the Policy related to personnel and internal operational matters.

SECTION 3. The attached policy shall be filed in the official records with the City Secretary.

SECTION 4. This Resolution shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by [_____] and seconded by [_____].

The ordinance was passed and approved by the following vote [__ – __ – __]:

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller Digitally signed by Susan Keller Date: 2026.04.14 14:24:18 -05'00'

CITY OF DENTON

Policy Number and Title:	10.00 Ethics
Policy Section and Chapter:	Human Resources – Employee Relations
Policy Owner & Contact:	Human Resources – (940) 349-8355
Policy or Directive:	Policy
Last Revision Date:	00.00.0000

POLICY PURPOSE STATEMENT

The City is committed to upholding the highest ethical standards to ensure public trust. This policy establishes ethical expectations, promotes integrity, and provides guidelines to prevent an actual or perceived conflict of interest and misuse of City resources. Misuse of City resources, whether intentional or due to gross negligence, is prohibited. Employees must comply with City policies, ordinances, the Texas Public Information Act, the Texas Local Government Code, and other applicable State and Federal laws.

POLICY

I. Conflict of Interest

A conflict of interest occurs when an employee's personal, financial, familial, or social interest could compromise their professional judgment or actions. Employees must disclose and recuse themselves from any matter that presents an actual conflict of interest or perceived conflict where such may reflect negatively on the City. Employees must disclose said actual or perceived conflicts within five (5) business days of becoming aware of the conflict.

A. Examples of Conflicts of Interest may include, but are not limited to the following:

1. Financial: Gifts or favors from vendors that could influence purchasing decisions
2. Personal/Familial Relationships: Favoring family members or friends in awarding or entering contracts, or in hiring, promotions, or other employment decisions
3. Outside Employment: Using City resources for personal gain
4. Romantic Relationships: Engaging in workplace relationships that create bias or result in favoritism

B. General Rules

1. Intimate relationships between managers and their direct reports are prohibited and presumed to be a conflict of interest for purposes of this Policy (10.02 Nepotism, 108.10 Harassment Prevention/Workplace Abuse).
2. Personal relationships between a public official and any employee are presumed to be a conflict of interest.

C. Disclosure and Recusal

Employees must proactively disclose relationships or activities that may create conflicts of interest, including those involving:

1. Themselves or immediate family members (spouse, child, parent, or household members)
2. Outside clients, secondary employers, or organizations
3. Boards or committees to which they are appointed
4. Entities with which they or their spouse sought employment in the past twelve (12) months

Employees must immediately submit a disclosure form to Human Resources (HR) for any actual or perceived conflict of interest:

1. When conducting a procurement solicitation, employees involved in the purchasing or procurement of goods or services must submit a disclosure form before committing funds.
2. For purchasing or procurement that does require a formal procurement solicitation, employees must submit a disclosure during the review process of the submitted proposals or bids.
3. The Human Resources Department, with guidance as needed from the Legal and Purchasing Departments, will review disclosure forms within ten (10) business days and determine if a conflict exists.
4. If a conflict is identified, the employee must recuse themselves from related decision-making, approvals, and financial transactions.
5. Employees who fail to disclose a conflict and/or recuse themselves may be subject to corrective action, up to termination, and legal consequences as applicable under Texas law.

D. Private Interests

Employees must not use their position to gain preferential treatment, personal benefits, or financial advantages unless the benefit is part of a program lawfully available to all City employees and residents.

1. Employees may not represent private interests before the City Council
2. Employees must not imply they can influence City decisions for personal benefit
3. City decisions must be based on objective criteria, fairness, and lawful considerations, not personal relationships or favoritism
4. City property, resources, or time must not be used for personal gain
5. Employees may not advocate for policies or decisions as private citizens if their advocacy directly impacts their department or could be perceived as an attempt to exert undue influence

II. Boards, Commissions, and Association Memberships

Employees must obtain written approval before serving on boards, commissions, or associations (excluding Police and Fire labor associations and official City boards that require appointment by City Council) that receive City funding, contracts, or regulatory oversight.

Employees serving on external boards must recuse themselves from any City-related discussions or decisions, and recusals must be documented in meeting minutes.

An employee who is serving on a board at the time of hire must obtain approval within 30

calendar days of hire to continue serving on that board. Failure to do so may result in corrective action, up to and including termination.

III. Confidential Information

Employees must not use their position to obtain information about any person or entity for any purpose other than the performance of their essential duties. An employee must not intentionally, knowingly, or recklessly disclose or give access to any confidential information. Confidential information includes non-public records, attorney-client privileged communications, personnel records, personally identifying information, personal financial information, proprietary data, and records protected under the Texas Public Information Act. Exceptions include:

1. Release of information as required by law (e.g., subpoenas)
2. Reporting illegal or unethical conduct to designated authorities

IV. Use of City Resources

Employees must not misuse City facilities, equipment, personnel, or time for private purposes (including political activities), except when explicitly permitted under City policies or when the resource is lawfully available to the public under the same terms.

For details, reference the following City policies:
Policy 108.13 – Investigation and Inspection of City Facilities/Equipment
Policy 409.05 – Comprehensive Driving and City Vehicle Use
Policy 505.03 – Social Media and Digital Platforms
Policy 506.01 – Acceptable Use of Technology Resources Standard Policy
Policy 506.05 – Email Use by Employees

V. Political Activity

Employees may participate in political activities while off duty, but must not:

1. Engage in political activity while on duty or in a City uniform
2. Use City email, resources, or property for political purposes
3. Use City resources, time, or their official capacity to lobby, endorse, or promote political candidates or causes, unless authorized by the City Manager or their designee
4. Accept gifts or favors for political activity related to their City duties

Publicly endorsing a candidate, placing a yard sign on private property, wearing or distributing campaign material, making financial contributions, or campaigning for a candidate, are permissible under City policy so long as those activities are conducted in the employee's private capacity and take place while the employee is off-duty and does not include the use of any City equipment or resources.

VI. Actions of Others

Employees must not assist or induce others to violate this policy or circumvent its provisions.

VII. Reporting Unethical Conduct

Employees are required to report behavior in violation of this Policy to Human Resources or through the anonymous reporting system. Anonymous reports will be investigated to the extent possible, but employees are encouraged to provide their identity for follow-up. Retaliation against individuals who report concerns in good faith is strictly prohibited. Any act of retaliation may result in disciplinary action up to and including termination, as well as potential legal consequences.

Reports of unethical conduct for non-civil service employees will be reviewed and processed by Human Resources. If the report involves the Director of Human Resources or a Human Resources Department employee, the authority will escalate to the Deputy City Manager or their Designee. In partnership with Human Resources, reports of unethical conduct for civil service employees will be reviewed and processed in accordance with Chapter 143 of the Texas Local Government Code and, where applicable, local rules, meet and confer agreements, and departmental standard operating procedures.

Examples of reportable conduct:

1. Theft or misuse of City resources
2. Abuse of position or authority
3. Misuse of confidential information
4. Bribery, Fraud, Waste, or Abuse
5. Falsification of documents
6. Conflicts of interest
7. Violations of procurement policies

VIII. Training

All City of Denton employees must complete annual ethics training.

IX. Exceptions

Employees may request policy exceptions through Human Resources or the City Manager's Office. Exceptions must comply with the law and not compromise public trust. Exceptions are granted on a case-by-case basis and may be reviewed periodically to ensure continued compliance.

Requests for exceptions are subject to the Texas Public Information Act, and all approved exceptions must be reported to the City Council.

ROLES AND RESPONSIBILITIES

I. City Manager's Office

a. Reviews and approves exceptions to the Policy, ensuring they comply with all legal requirements and do not undermine public trust.
b. Receives escalated reports of unethical conduct when the concern involves HR leadership.
c. Ensures City-wide adherence to ethical standards and appropriate enforcement of this Policy.

II. Department Leadership

a. Promotes ethical conduct within their departments and ensures employees understand and adhere to this Policy.
b. Ensures employees complete timely disclosures of conflicts of interest and follow appropriate recusal processes.
c. Reinforces expectations regarding misuse of City resources, confidentiality, and political activity restrictions.
d. Reports alleged unethical conduct to HR and participates in investigative processes as required.
e. Ensures employees can attend annual ethics training.

III. **Employees**

a. Acts ethically and complies with all requirements of this Policy, as well as relevant State and Federal laws.
b. Discloses actual or perceived conflicts of interest within five (5) business days of becoming aware of the conflict and recuses themselves when instructed.
c. Uses City resources, time, and equipment only for official City business.
d. Safeguards confidential information and accesses it only when necessary for official duties.
e. Avoids actions that provide preferential treatment, misuse of City property, or personal gain.
f. Refrains from political activity while on duty or using City resources.
g. Reports suspected unethical conduct promptly and in good faith.
h. Participates in annual ethics training.
i. Obtains written approval prior to serving on boards, commissions, or associations.
j. Recuses themselves from discussions or decisions involving the City when serving on boards, commissions, or associations; ensures recusals are documented in official meeting minutes.
k. Submits request within 30 days of hire if currently serving on a board, commission, or association.

IV. Human Resources

a. Reviews all submitted conflict-of-interest disclosure forms and determines whether an actual or perceived conflict exists within ten (10) business days.
b. Coordinates with the Legal and Purchasing Departments when guidance is required.
c. Maintains documentation of disclosures, recusals, and approved exceptions.
d. Processes and investigates reports of unethical conduct for non-civil service employees or escalates to the Deputy City Manager when the concern involves HR leadership.
e. Partners with Civil Service Departments to review and process reports involving civil service employees in accordance with Chapter 143 and applicable local rules.
f. Provides annual ethics training to all employees and maintains training records.
g. Assists in administering the anonymous reporting system and ensures protection from retaliation for good-faith reporters.

V. **Legal Department**

a. Provides legal advice regarding conflicts of interest, confidentiality, and compliance with the Texas Public Information Act and applicable State and Federal laws.

b. Supports reviews of disclosure forms and requests for exceptions when legal interpretation is required.

VI. **Purchasing Department**

a. Provides guidance regarding procurement-related conflicts of interest.
b. Collaborates with HR and Legal to review disclosures submitted during procurement solicitations or proposal reviews.
c. Ensures procurement processes remain transparent, compliant with laws, and free from conflicts of interest.

DEFINITIONS

- **Abuse** – The misuse of City position or authority for personal gain or to harm others. Examples include:
  - Awarding contracts based on favoritism
  - Using subordinates for personal tasks
- **Favor** – A special advantage, privilege, or right granted or conceded; an action or omission that provides a benefit to an individual or entity in a way that deviates from generally accepted standard practices or policies; or an act or omission providing a benefit that results in a real or perceived conflict of interest. Examples include waiving fees, providing non-public information, or expediting service for personal or political gain.
- **Fraud** – The intentional misappropriation of City assets, including bribery, extortion, deception, or theft (See Fraud Response Policy #509.01)
- **Gift** – Any item or benefit, tangible or intangible, that could reasonably be perceived as providing a personal advantage or influencing an employee's actions or decisions. This includes, but is not limited to, cash, cash equivalents, merchandise, food, meals, transportation, lodging, entertainment, use of facilities, or discounts not available to the general public.
- **Waste** – Inefficient use of City resources that results in unnecessary costs. Examples include:
  - Overpaying for supplies or services
  - Purchasing unneeded items or excessive quantities
  - Renewing contracts for goods or services that the City no longer uses

REFERENCES

- City Policy 108.06 – Retaliation Act
- City Policy 108.10 – Harassment Prevention/Workplace Abuse
- City Policy 108.13 – Investigation and Inspection of City Facilities/Equipment
- City Policy 109.01 – Corrective Action
- City Policy 111.03 – Absence for Voting
- City Policy 114.01 – Solicitation
- City Policy 408.01 – Travel Expenses
- City Policy 408.03 – Reimbursement for Professional Development Activities
- City Policy 409.01 – Workers' Compensation/Salary Continuation Program
- City Policy 409.05 – Comprehensive Driving and City Vehicle Use
- City Policy 505.03 – Social Media and Digital Platforms
- City Policy 506.05 – Email Use by Employees

- City Policy 509.01 – Fraud Response

REVISION HISTORY

Effective Date	Owner	Summary of Changes
4/17/18	C. Ogden	• Initial Policy
2/11/20	C. Ogden	• General policy updates
11/16/21	C. Moar	• General formatting changes • Addition of "potential conflicts of interest" into disclosure and recusal requirements and notice that failure to disclose actual conflicts of interest may results in disciplinary action. • Prohibition on providing Cash or Cash Equivalents in certain situations. • Clarifications on Gifts, Meals and Events definitions and exceptions. • Requirement for approval forms to be completed annually for external secondary employment. • Prohibition on retaliation for reporting unethical conduct and inclusion of Fraud in example of unethical behaviors.
1/18/23	C. Moar (Ethics & Compliance)	• Addition of Fraud, Waste, and Abuse definitions • Addition of first cousins and first cousins-in- law to Nepotism requirements • Addition of definition of "Relative" and removal of references to "third degree of affinity or consanguinity" when referring to Nepotism requirements • Clarification that secondary employment section doesn't apply to military reservists
5/19/2026	Human Resources-Employee Relations	• Content within the policy has been cleaned up to establish ethical expectations, promotes integrity, and provides guidelines to prevent an actual or perceived conflict of interest and misuse. • Content unrelated to these core ethic philosophies originally held in Policy No. 10.00 Ethics are now delineated by the creation of Policy No. 10.01 Gift, Meals, and Event Attendance, Policy No. 10.02 Nepotism, Policy No. 10.03 Secondary Employment. •

~~DENTON CITY OF DENTON~~

Policy Number and Title:	10.00 Ethics ~~Policy~~
Policy Section and Chapter:	Human Resources – Employee Relations
Policy Owner & Contact:	Human Resources – (940) 349-8355
Policy ~~Type~~or Directive:	Policy ~~with Administrative Procedures~~
Last Revision Date:	~~01/18/2023~~00.00.0000

POLICY PURPOSE STATEMENT

~~Public service is a public trust of which all~~ The City ~~employees are stewards. It is essential that the public has confidence in those who act on their behalf in government. It is the City's policy~~is committed to ~~promote, uphold, and demand~~upholding the highest ethical standards ~~of ethical behavior from all employees. The purpose of this policy is~~ to ~~set~~ensure public trust. This policy establishes ethical expectations, promotes integrity, and provides guidelines~~, foster an environment of integrity and impartiality, and thereby enhance the City's ability~~ to ~~function effectively.~~

~~By promoting the City's values and prohibiting conduct incompatible with the best interest of the organization and public, risks are minimized, and public trust is strengthened. Each City employee must strive to adhere to the technical compliance and principles set forth in this policy. It is not the purpose of this policy to provide a mechanism to defame, harass, or abuse employees, or to exploit personal grudges.~~

~~This policy is not all inclusive. It is supplemental to all applicable~~ prevent an actual or perceived conflict of interest and misuse of City resources. Misuse of City resources, whether intentional or due to gross negligence, is prohibited. Employees must comply with City policies, ordinances, ~~and State/~~the Texas Public Information Act, the Texas Local Government Code, and other applicable State and Federal laws ~~and regulations. Employees are expected to use reasonable judgement for decisions that are not outlined in this or other City policies. Other policies may be referenced for more detailed information~~.

~~DEFINITIONS~~

~~1. Abuse - The intentional misuse of a City office, employment, contract, or other position or authority by virtue of relationship with the City to:~~

- ~~obtain personal gain or favor from another City employee, vendor, or citizen,~~
- ~~unreasonably harm or burden a resident, vendor, business, or other City employee,~~
- ~~violate a City policy, procedure, rule, or regulation in a way that impairs the effective and efficient execution of City operations.~~

~~a. Examples include:~~

~~i. Receiving personal gain for awarding contracts to certain vendors~~

~~ii. Requesting staff to perform personal errands or work tasks for a~~

supervisor or manager

iii. Misusing one's authority or position for personal gain

iv. Acting in ways grossly inconsistent with the City's core values

2. Cash or Cash Equivalents – Cash or Cash Equivalents are defined as money or stored value

products such as gift cards and gift certificates.

3. Favor – A Favor is defined as performing an action, taking an action, or refraining from an action in a manner advantageous to an employee, customer, business, or organization in a manner atypical of normal business practices or policies. Examples include, but are not limited to, waiving charges or fees, or providing non-public information that could be used for financial or political gain.

4. Fraud – the intentional or knowing misappropriation of City assets by any act including, but not limited to, theft, corruption, conspiracy, embezzlement, deception, bribery, extortion, and intentional misrepresentation. Attempted fraud is treated as seriously as accomplished fraud. Further examples of fraudulent activity are outlined in the City's Fraud Response Policy (509.01)

5. Game of Chance – A Game of Chance is defined as any game or contest in which the outcome depends on chance, regardless of whether there is a cost to participate (e.g., raffles, drawings, or sweepstakes).

6. Gift – A Gift is defined as any tangible or intangible thing that can be reasonably inferred as benefitting the employee and/or influencing the employee's judgement or actions. This includes but is not limited to Cash or Cash Equivalents, merchandise, food baskets/trays, meals, transportation, lodging, entertainment, use of facilities or property, and discounts.

7. Honorarium – An Honorarium is defined as payment of money or anything of value in return for an appearance, speech, or article.

8. Perishable Items – Perishable Items are defined as fresh food (not pre-packaged for the intention of extended shelf life) having a shelf life of less than a few days. Plants are also considered Perishable Items.

9. Nominal Value – The Nominal Value is of an item is defined as having a value of less than $25.00.

10. Relative – For the purposes of this policy, Relative shall include, but not be limited to, the following familial relationships:

Relationships by Blood				Relationships by Marriage		
• Great grandparents • Great grandchildren • Uncle • Aunt • Nephew • Niece • First Cousin	• Siblings (including ½ siblings) • Grandparents • Grandchildren	• Parents • Children (includes adoption)	**YOU**	• Spouse (legal or common-law) • Step-Parents • Step-Children • Parents-in-law • Son-in-law • Daughter-in-law	• Brother-in-law • Sister-in-law • Grandparents-in-law • Grandchildren-in-law	• Great grandparents-in-law • Great grandchildren-in-law • Uncle-in-law • Aunt-in-law • Nephew-in-law • Niece-in-law • First cousin-in-law

11. Trophy - A Trophy is defined as a tangible, durable reminder of a specific achievement, and serves as recognition or evidence of merit.

12. Waste - The intentional or unintentional, grossly inefficient, or uneconomical use of City assets or resources; or unnecessarily incurring costs to the City as a result of grossly inefficient practices, systems, or controls
    a. Examples include:
        i. Purchasing supplies, goods, or services at artificially inflated prices
        ii. Making purchases without a valid business need or purchasing quantities of goods that the City is unlikely to fully utilize in a reasonable period of time
        iii. Renewing a contract for goods or services that the City no longer uses

ADMINISTRATIVE PROCEDURES

Conflicts**POLICY**

I. Conflict of Interest

A conflict of interest is a situation in whichoccurs when an employee's personal and/or, financial considerations actually have or may have the potential to influence or, familial, or social interest could compromise their professional judgment or actions. Conflicts of interest are challenging organizational concerns because they are subject to sensitivities based on perception. In order to manage the associated risks, real or perceived, it is the City's policy to address conflicts Employees must disclose and recuse themselves from any matter that presents an actual conflict of interest through disclosure and recusalor perceived conflict where such may reflect negatively on the City. Employees must disclose said actual or perceived conflicts within five (5) business days of becoming aware of the conflict.

A. General Rules

A. Employees shall be proactive and transparent with any**Examples of Conflicts of Interest may include, but are not limited to the following:**

1. Financial: Gifts or favors from vendors that could influence purchasing decisions
2. Personal/Familial Relationships: Favoring family members or friends in awarding or entering contracts, or in hiring, promotions, or other employment decisions
3. Outside Employment: Using City resources for personal gain
4. Romantic Relationships: Engaging in workplace relationships that create an actualbias or potentialresult in favoritism

B. General Rules

1. Intimate relationships between managers and their direct reports are prohibited and presumed to be a conflict of interest. Employees shall avoid actions or conduct that they know, or should know, is likely to impact the personal or financial interests of: for purposes of this Policy (10.02 Nepotism, 108.10 Harassment Prevention/Workplace Abuse).

    - the employee
    - the employee's spouse, child, parent, or member of the household
    - an outside client or secondary employer of the employee
    - a client or employer of the employee's spouse, child, parent, or member of the household

- ~~an entity for which the employee serves as an officer, director, or policy maker~~
- ~~a board or committee to which the employee is appointed; or a person or entity with whom the employee or their spouse solicited, received, or accepted an offer of employment or business opportunity within the past twelve (12) months.~~

2. Personal relationships between a public official and any employee are presumed to be a conflict of interest.

~~B.~~C. Disclosure and Recusal

Employees ~~shall~~must proactively ~~report an actual~~disclose relationships or ~~a potential conflict~~activities that may create conflicts of interest ~~by submitting~~, including those involving:

1. Themselves or immediate family members (spouse, child, parent, or household members)
2. Outside clients, secondary employers, or organizations
3. Boards or committees to which they are appointed
4. Entities with which they or their spouse sought employment in the past twelve (12) months

Employees must immediately submit a disclosure form to Human Resources (HR) for any ~~relationship that presents a potential~~actual or perceived conflict of interest ~~as soon as they are aware of the conflict.~~:

1. When conducting a procurement solicitation, employees involved in the ~~purchase~~purchasing or procurement of goods or services ~~on behalf of the City who have an actual or perceived conflict of interest~~ must submit a disclosure form ~~prior to~~ before committing funds.
~~1.~~2. For purchasing or procurement that does require a formal procurement solicitation, employees must submit a disclosure during the review process of the ~~commitment of any funds to a vendor. Employees involved in~~submitted proposals or bids.

3. ~~a procurement solicitation must submit~~ The Human Resources Department, with guidance as needed from the ~~required~~Legal and Purchasing Departments, will review disclosure forms ~~before any solicitation material will be shared with them. The disclosure forms will be reviewed by Purchasing, Compliance, and Legal to~~ within ten (10) business days and determine if a conflict exists.
4. If a conflict is identified, the employee ~~will be recused~~must recuse themselves from ~~any~~related decision-making, ~~influence, commitment of funds, or solicitations that involve the vendor or individual(s) identified in the conflict. Failure to disclose an actual or potential conflict of interest may result in~~ approvals, and financial transactions.
~~2.~~5. Employees who fail to disclose a conflict and/or recuse themselves may be subject to corrective action, up to ~~and including dismissal of employment~~termination, and legal consequences as applicable under Texas law.

~~C.~~D. Private Interests

Employees ~~shall~~must not use their position ~~with the City:~~

- ~~to receive special treatment for themselves or anyone else including the receipt of discounts from parties an employee might be interfacing with as~~ to gain preferential treatment, personal benefits, or financial advantages unless the benefit is part of ~~the employee's role with the City; or~~

a program lawfully available to ~~unfairly impact the~~ all City employees and residents.

- ~~1. Employees may not represent~~ private interests ~~of another.~~

~~Employees shall not represent a private interest~~ before the City ~~for compensation.~~Council

2. Employees ~~shall~~must not ~~present private interests to Council, boards, or committees that conflicts with duties, assignments, or projects for which they are involved and/or have decision-making authority.~~
~~Employees shall not assert or~~ imply they ~~have the ability to~~can influence City ~~action on any basis other than the merits.~~decisions for personal benefit
~~Decisions on behalf of the~~3. City ~~shall~~decisions must be ~~made on the merits of the issue, not on any personal~~ based on objective criteria, fairness, and lawful considerations~~.~~, not personal relationships or favoritism
~~Employees shall not use any~~4. City property, resources, or time ~~for any of the prohibited purposes stated above.~~must not be used for personal gain

~~II. Nepotism~~

~~In order to prevent conflicts of interest, to avoid accusations and perceptions of biased conduct, and to maintain the confidentiality of restricted information, employment of certain related persons by the City, defined as a Relative by this policy, or within designated City departments, is not allowed. The provisions of this policy apply to persons from outside the City workforce who are applying for employment, or re-employment, with the City, as well as those employees applying for or transferring to other positions within the City.~~

~~No person shall be appointed to an office, or be employed by the City of Denton, who is a Relative of any member of the City Council or the City Manager as defined by this policy, and this shall apply to heads of departments in their respective departments.~~

~~In a department comprised of more than one operational division, an applicant who is a Relative of a~~

~~City employee employed in that operational division will not be eligible for employment within the~~

same division. An applicant for a job in a department consisting of one operational division who is a Relative to an employee of the department will not be eligible for employment in that department. At the discretion of the department head, and with the approval of the City Manager, or designee, stricter guidelines for business reasons may be instituted as long as the reasons are not illegal or discriminatory.

An applicant for a temporary or seasonal position within an operational division of the City may be eligible for the position, without regards to relation to other employees within that operational division, as long as the period of employment does not exceed 120 days within a twelve-month period.

An applicant for a job in an operational division that reports to or serves as staff liaison to a City board or commission is ineligible for employment in that division if the applicant is a Relative of any member of the board.

NOTE: Nepotism guidelines as defined in approved Meet and Confer agreements will supersede this policy.

A. "Operational divisions" within a department will be determined by that department's organizational chart and are not necessarily equivalent to a department's budgetary divisions.

B. An applicant shall be required to list on their application for employment all Relatives who are employed by the City, serving on the City Council, or serving on a board or commission. Failure of an applicant to list all applicable relatives employed by the City, or serving on a board or commission, shall result in the disqualification of the applicant for the position for which they have applied.

C. No current employee may be appointed or promoted to any supervisor's span of responsibility who is a Relative of that supervisor.

D. In the event of promotion or marriage between two City employees, the following shall apply:

1. If the affected employees are employed in different departments, or different operational divisions of a department, those employees may remain with the City and their job positions will remain unaffected by the marriage or promotion.

2. At the discretion of the department head, married employees may remain and work in the same division or department if one is not directly reporting to the other and neither is in the same chain of command. The affected employees may report to the same department head. If, however, the affected employees are unable to meet these criteria, then one must seek a transfer to another division of that department or another department. This decision shall be made and agreed upon by those employees involved. An employee seeking a transfer will be considered for any City position for which the employee is qualified but cannot remain in the existing division for more than six (6) months. Qualifications being equal, the transferring employee shall be given preferential treatment. If a suitable position cannot be found by the end of this period, one of the two must terminate, or be subject to reassignment, if another position is available. Reassignment is subject

~~to the discretion of the City Manager and based on the individual's skills and qualifications.~~

E. Relatives of City Council, Boards or Commissions

If an employee is already employed with the City and has been employed with the City at least six (6) months, then the employee is not required to transfer or resign upon the appointment of a relative to City Council, a board, or commission. However, an applicant of a relative of an existing City Council member, board member, or commission member is not eligible for employment in the operational division, which serves as the liaison to the City Council, board, or commission.

F. Relatives of City Manager or Department Head

If an employee is already employed with the City and has been employed with the City at least six (6) months, then the employee is not required to transfer or resign upon the hiring of the City Manager or department head who is a Relative of the employee. However, the employee may not report directly to their Relative.

G. If the City institutes a reorganization that changes operational divisional or departmental boundaries, and an employee would then be working within the same operational division as, or supervising, a member of their immediate family, one of the affected employees must transfer to another operational division. The six (6) month period to arrange a transfer may be extended in 30-day increments with the approval of the City Manager, the department director, and the supervisor. The extension shall not exceed 90 calendar days. If a transfer is not possible, one of the employees will be subject to mandatory reassignment. If this is not possible, one of the employees will be subject to dismissal. The determination of which employee shall be reassigned or terminated will be based upon the business interest of the operational division.

H. Temporary and seasonal employees of the City shall be partially exempt in that two (2) or more members of the same family who are Relatives may be employed within the same operational division as long as the following apply:

1. No more than one of the related employees may be a regular (non-temporary and non-seasonal) employee of the operational division,
2. Related employees will not occupy positions in the same line of authority in which employees can initiate, influence, or participate in, directly or indirectly, decisions involving a direct benefit. Examples of such decisions include, but are not limited to, hiring or rehiring, retention, transfer, promotion, wages, leave requests, or other working conditions,
3. Employees may not audit, evaluate, or review, in any manner, the related employee's work,
4. Employees will not be informed of or involved in corrective actions or performance management regarding the related employee's work, and

5. The relationship will not create an adverse impact on work on the department (e.g., reduction in work productivity, performance, disruption, etc.).

I. Any employee relationship, regardless of the position the affected parties are in, that creates a disruption or potential disruption in the work environment, creates an actual or perceived conflict of interest as determined by the employee's supervisor(s), Compliance, the Human Resources Department, or the City's Manager's Office, or is otherwise prohibited by applicable law is not permissible under this policy.

J. This policy applies to all current employees and candidates for employment.

III. Gifts, Meals, and Events

A. Gifts or Favors

Employees shall neither solicit, nor accept, Gifts or Favors offered from an individual, business, or organization due to their position with the City (See Exceptions).

Cash or Cash Equivalents shall not be provided to employees at internal employee events or appreciation events sponsored or hosted by the City, nor shall the City provide Cash or Cash Equivalents as appreciation for achievement or recognition to the employee.

There are a few exceptions to the gift prohibition. Employees should use their best judgement of what meets this criterion and ask for clarification from their supervisor, Compliance, or Human Resources, when needed.

Exceptions include:

- Items offered or received at an internal employee event sponsored or hosted by the City (e.g., Benefits and Wellness Fair);
- Items included in event registration and available to all attendees (e.g., conference "swag bags");
- Marketing items of nominal value that are widely distributed via mail or at events (e.g., pens, notepads, or keychains);
- Perishable Items of Nominal Value given by member(s) of the public or a civic organization expressing general appreciation to a department, office, or work group;
- Items of Nominal Value received by an employee as part of an appreciation event sponsored or hosted by the City, a civic organization, or non-profit (excluding items received from vendors or parties who have or could potentially have business with the City, where acceptance of the item might be interpreted as creating a conflict of interest for the employee);
- Items of Nominal Value received for achievement or recognition in conformance with this Section;

- Items received from personal friends, relatives, or business associates with whom they have a relationship independent of their position with the City as long as the item is not offered in exchange for an action or decision; or
- Discounts that are available to all City employees; see the City's solicitation policy (114.01).

If a gift does not meet one or more of these exceptions and is accepted by an employee (or the employee is unable to respectfully decline the gift), the gift must be disclosed and donated in accordance with Section IV.D – Disclosure.

Gifts or Favors shall neither be solicited nor accepted as part of a *quid pro quo* arrangement in which the gift is granted to the employee or expected by the employee in return for the performance of an official act. Bribery is prohibited, with no exceptions, as stated in the Texas Penal Code 36.10.

B. Meals

Employees shall neither solicit nor accept meals offered from an individual, business, or organization due to their position with the City (See Exceptions). Employees shall further manage the appearance or risk of impropriety by avoiding meals and/or social functions with individuals, businesses, or organizations that can be reasonably inferred as personally benefitting the employee and/or influencing the employee's professional judgment or actions. Limited exceptions include:

- The meal is provided as part of an approved event, is included in the event's itinerary and registration, and is available to all attendees;
- The meal is essential to business needs or cannot be avoided in the process of performing essential duties (each party or their organization must pay for their own meals and disclose);
- The meal discount is part of a campaign or corporate policy for City employees;
- The meal is included as part of a community event where attendance by the employee is required as part of their essential duties; or
- The meal is discounted or gifted by personal friends, relatives, or business associates with whom they have a relationship independent of their position with the City as long as the item is not offered in exchange for an action or decision.

C. Events

Attendance of events must be deemed essential for training or business needs and approved by the employee's chain of command. Events include, but are not limited to, conferences, off-site meetings, and trade shows. Travel and expenses should also be approved and follow the City's policies for reimbursement of expenses (See Travel Expenses policy 408.01 and Reimbursement of Professional Development Activities policy 408.03), where applicable.

Discounted or complimentary registration, transportation, meals, or lodging for events are prohibited with the exception of:

- Transportation and lodging discounts that are extended to all government employees or attendees of the event (e.g., government hotel rate or buy 2 get 1 free conference registration);
- Meals that meet the exceptions outlined in the meals section of this policy (Section IV-B);
- Scholarships earned from organizations that are not vendors or that do not have the potential to benefit contractually or financially from the City or its employees; or
- Admission, transportation, meals, entertainment, or lodging accepted as a guest for a widely-attended event, such as a convention, conference, symposium, forum, panel discussion, dinner, viewing, reception, or similar event, offered by the sponsor of the event, and unsolicited by the employee provided the employee participates in the event as a speaker or panel participant by presenting information related to their duties as a City employee.

If an event does not meet the exceptions provided above for Gifts, meals, or events, and an employee feels attendance is necessary for their essential job duties, they can seek prior approval to attend the event from the City Manager or their designee. In granting specific exceptions, the City Manager or their designee shall consider if the gratuitous nature of the gift, meal, or event is likely to unduly influence the employee or interfere with the objective performance of the employee's official duties. If in the sole discretion of the City Manager or their designee it is determined that acceptance of a particular gift, meal, or event attendance is reasonably likely to cause the employee to demonstrate biased behavior or preferential treatment, the request for an exception shall be denied.

1. Honorariums

State law prohibits a *public servant* from soliciting or accepting an honorarium if the subject matter is directly related to the person's official duties or if it occurs because of the public servant's position with the City. This applies even if the employee provides the speech or services on their own personal time and there is no expenditure of public resources. The audience or organization for which the speech or services are being provided is not a factor or exception. Discounted or complimentary transportation, meals, or lodging are acceptable in these circumstances.

2. Games of Chance

An employee who is representing the City at an event or who is attending the event at the City's expense, shall not participate in Games of Chance or accept a prize or award from a game of chance associated with that event. An exclusion is internal, City-sponsored events (e.g., Benefits and Wellness Fair).

3. Achievement or Recognition

Employees may accept items of nominal value such as plaques, certificates, Trophies, and flowers that are awarded for recognition of meritorious service or professional achievement and intended solely for presentation. Trophies provided due to employee performance in a pre-approved competitive event may be accepted. Employees may

~~accept certification, honorary membership, or a fellowship awarded on the same terms and based on the same criteria applied to other candidates or applicants. Acceptance of Cash or Cash Equivalents, or any other prizes that do not meet these terms are prohibited.~~

~~D. Disclosure~~

~~Proactive steps should be taken to inform individuals, businesses, and organizations of the City's policies regarding gifts, meals, and events. Any unsolicited gifts received by an employee, department, office, or work group that does not meet the exception criteria, are property of the City. Every effort should be made to decline and/or return the gift to the sender or to donate the gift to an approved organization. The sender should be contacted to express appreciation and explain the City's gift policy. In addition to these gifts, any unsolicited meals that cannot be declined or that do not meet the listed exceptions, shall be disclosed. Employees shall disclose all such gifts and meals as soon as possible, but no longer than three (3) business days, from receipt. Disclosure should be provided prior to transporting gifts for donation.~~

5. Employees may not advocate for policies or decisions as private citizens if their advocacy directly impacts their department or could be perceived as an attempt to exert undue influence

II. Boards, Commissions, and Association Memberships

Employees must obtain written approval before serving ~~as members of~~on boards, commissions, or associations (excluding Police and Fire labor associations and official City boards that require appointment by City Council) that ~~have business with the~~receive City ~~through contract~~funding, contracts, or ~~financial support will require disclosure and approval to avoid appearance of favoritism, impropriety, and/or conflicts of interest. Prior to~~ regulatory oversight.

Employees serving on ~~a board, commission, or association, an employee must request prior approval through their department head. Disagreements with denials should~~ external boards must recuse themselves from any City-related discussions or decisions, and recusals must be ~~addressed through the City Manager's Office.~~ documented in meeting minutes.

An employee who is serving on a board at the time of hire ~~and who intends~~must obtain approval within 30 calendar days of hire to continue serving ~~must also obtain approval. Before approving a request, department heads will consider the employee's position and role in funding and policy decisions as a board, commission, or association member~~on that ~~could create a conflict or appearance of a conflict of interest for either the employee or the City. Employees must recuse themselves from discussing or making decisions regarding any City business with the board, commission or association while serving on the board, commission, or association. The employee must also take steps to ensure the meeting's minutes adequately document the recusal~~board. Failure to do so may result in corrective action, up to and including termination.

III. Confidential Information

~~Confidential information includes all information held by the City that is not available to the public under the Texas Public Information Act.~~

~~An employee shall~~Employees must not use their position to obtain ~~official~~ information about any person or entity for any purpose other than the performance of their essential duties. An employee must not intentionally, knowingly, or recklessly disclose or give access to any confidential information. Confidential information includes

non-public records, attorney-client privileged communications, personnel records, personally identifying information, personal financial information, proprietary data, and records protected under the Texas Public Information Act. Exceptions include:

~~An employee shall not intentionally, knowingly, or recklessly disclose any confidential information gained by their position concerning the property, operations, policies, employees, or affairs of the City. This rule does not prohibit:~~

E. Any disclosure that is no longer confidential by law, which would include providing information pursuant to a lawfully issued subpoena; or

1. The confidential reporting ofRelease of information as required by law (e.g., subpoenas)

1.2. Reporting illegal or unethical conduct to designated authorities designated by law.

IV. Secondary Employment

The City shall be the primary employer for all employees for which benefits are being supplied (excludes temporary and seasonal employees). An employee may be employed in any capacity in any other business, trade, occupation, or profession while employed by the City, so long as it is determined that such employment does not tend to bring the City into disrepute, reflect discredit upon the employee, impair independence of judgment, create a conflict (or appearance of a conflict of interest), or conflict with their employment or performance as a City employee. It is the intention of this policy to protect the employee and the City from unintended consequences from secondary employment.

The City recognizes the prerogative of its employees to pursue other employment to occupy their off-duty hours. However, this must be balanced with the City's need for total productivity during working hours and with loyalty from its employees.

No City time, resources, personnel, facilities, or equipment may be used in conjunction with secondary employment, unless authorized in advance by the City Manager or designee.

Secondary employment shall not impair the employee's availability upon emergency recall by the City.

Secondary employment will not be considered an excuse for poor job performance, absenteeism, tardiness, or refusal to work overtime. Should the secondary employment cause or contribute to any of these situations, it must be discontinued, or the employee will be subject to disciplinary action, up to and including termination from City employment.

Membership in the military reserves is not considered secondary employment under this policy. For more information regarding employees in the military reserves, please see the City's Military Service Leave policy (111.04).

As the primary employer, the employee must recognize the City's need for flexibility and changing schedules based upon the demand for services or departmental needs.

A. External Secondary Employment

1. Prior to engaging in secondary employment, whether as an employee at another organization, independent contractor, or self-employed, an employee must request prior approval through their immediate supervisor and department head. An employee who is working another job at the time of hire, and who intends to continue the other employment, must also obtain approval as outlined in this section.

2. ~~All requests for secondary employment must be submitted on a "Secondary Employment Approval Request" form.~~

3. Before approving a request for secondary employment, supervisors and department heads must ensure the secondary employment does not violate City or departmental rules, policies, or procedures or create a conflict (or appearance of a conflict of interest) for either the employee or the City.

4. If a request for secondary employment is approved, the request must be forwarded to the Human Resources Department for inclusion in the employee's personnel file.

5. Approval may be denied or withdrawn at any time by the department head, upon consultation with the Human Resources Director, or designee, when such employment violates City or departmental rules, policies, or procedures or creates a conflict (or appearance of a conflict of interest) for the City. The reason for denial or withdrawal must be documented in writing to the employee. Disagreements with denials or withdrawals should be addressed through the City Manager's Office.

6. Generally, approvals or denials/withdrawals should be communicated to the employee in writing within 72 hours (excluding weekends) of receiving the Secondary Employment Approval Request form. Delays to this timeline should be communicated to the employee.

7. An approval form is required for every job outside of the City, regardless of location, nature of work, or likelihood of a conflict to exist or occur.

8. A review and approval of the secondary employment is required annually, and a new approval form will be required as a result of the annual review. A new approval form will also be required for changes to employers, positions, or work hours for secondary employment.

9. Approval does not constitute the establishment of a joint employment relationship between the City and any external employer.

10. If the employee accepts secondary employment without approval, the employee may be subject to disciplinary action, up to and including dismissal from the City.

11. If an employee is injured while self-employed, working as an independent contractor, or working for another organization, they will not be covered by the City's workers' compensation program.

12. If an employee is injured in the course and scope of employment with the City, and is missing time from work, the employee must seek written approval from the Deputy Director of Risk and Compliance or Human Resources Director (or their designees) before continuing to work their secondary job (See Workers' Compensation/Salary Continuation Program policy 409.01.

B. Internal Secondary Employment

1. A regular full-time employee may have a part-time job in another department if approved by the supervisor and department head of their full-time job and the relevant

~~guidelines outlined in Section A above are followed. The full time job is considered the primary employer. To ensure provisions of the Fair Labor Standards Act, the Human Resources~~

~~Director, or designee, must also approve a full-time employee working a part-time position with the City.~~

~~2. Employees may also work more than one part-time job with the City as long as the relevant guidelines outlined in Section A above are followed. The job the part-time employee is hired in first is considered the primary employer. The primary employer will be responsible for maintaining all records for the regular part-time employee, including:~~

~~a. Status sheets - pay records~~

~~b. Allocation and transfer of charges~~

~~The secondary employer must coordinate the rate of pay, hours of work, and any other relevant information with the primary employer.~~

~~NOTE: The Police and Fire Departments have established written rules, regulations, and criteria which may be more specific than this policy. In such cases, those rules and regulations will supersede this policy.~~

IV. Use of City Resources

~~An employee shall~~ Employees must not ~~use, request, or permit the use of~~misuse City facilities, ~~personnel,~~ equipment, ~~supplies~~personnel, or time for private purposes ~~while on City duty~~ (including political ~~purposes~~activities), except~~:~~

- ~~Pursuant to duly adopted~~ when explicitly permitted under City policies~~,~~ or

~~To~~ when the ~~extent and according to the terms that those resources are~~resource is lawfully available to the public under the same terms.

~~See~~

For details, reference the following City policies ~~for specific information on these resources:~~:

- ~~Email Use policy 506.05~~
- ~~Comprehensive Driving and City Vehicle Use policy 409.05~~
- ~~Investigation and Inspection of City Facilities/Equipment policy 108.13~~
- ~~Use of Social Media policy 505.03~~

~~V. Use of Social Media~~

~~The City recognizes that social media has become a critical source of communication. Many, including City employees, utilize social media to voice their opinions on matters of both private and public concern. This policy is not intended to prevent employees from making non-confidential communications that are of a general, legitimate concern. However, employees are strongly encouraged to exercise due diligence and caution when utilizing social media to post communication, including but not limited to pictures, documents, or materials, for the public's view. Internet postings can be detrimental to the City. Employees should be mindful that social media and internet postings, even when done off duty, may cause unintended reactions from the public or consequences to the City and its officials and employees.~~

~~Guidelines for social media use:~~

- ~~Employees shall effectively communicate that their postings are their own personal opinions and do not represent the entity in which they are employed (i.e., the City);~~
- ~~Employees shall not post any information that is considered confidential, sensitive, or copyrighted to which they have access due to their position with the City;~~
- ~~Employees must be truthful, courteous, and respectful toward other City employees, customers, citizens, and City Officials (e.g., City Council, Mayor); and~~
- ~~Employees shall not harass others based on protected characteristics (e.g., race, sex, religion, sexual orientation, gender identity, national origin, disability status, etc.). See the City's Harassment Prevention/Workplace Abuse policy 108.10 for additional guidelines regarding discrimination and harassment.~~

~~Employees who distribute or post communication by way of social media, or other means, which has the effect of any of the following may be subject to disciplinary action:~~

- ~~destroying the efficiency of City employees in performing their duties;~~
- ~~impairing harmony;~~
- ~~interfering with or disrupting City operations or functions;~~
- ~~undermining authority;~~
- ~~prevents successful service with employees' superiors or close working relationships which are essential to fulfill public responsibilities; or~~
- ~~the ability for employees to perform their duties effectively.~~

~~See the City's Disciplinary Action policy 109.01 regarding unbecoming conduct.~~

~~Any employee who believes that their First Amendment Right has been infringed upon may request an administrative review under the Disciplinary Actions policy 109.01, Section VI.~~

~~Any employee who believes their social media account was compromised, resulting in a communication that would violate these policy guidelines shall immediately report the incident to Human Resources, Compliance, or the City Manager's Office.~~

~~For guidelines on social media use on behalf of the City or for City business, see the City's Social Media policy 505.03.~~

Policy 108.13 – Investigation and Inspection of City Facilities/Equipment
Policy 409.05 – Comprehensive Driving and City Vehicle Use
Policy 505.03 – Social Media and Digital Platforms
Policy 506.01 – Acceptable Use of Technology Resources Standard Policy
Policy 506.05 – Email Use by Employees

V. Political Activity

~~City employees are not restricted from using their right to vote in a City election. The City's Absence for Voting policy 111.03 outlines leave time for the purpose of voting.~~

~~Employee involvement~~Employees may participate in political ~~campaigns does have limitations, as follows~~activities while off duty, but must not:

1. ~~Per the City's Solicitation policy 114.01, no employee may~~ Engage in political activity while on duty or ~~while wearing~~in a City uniform~~;~~
2. ~~Per the City's Email~~ Use ~~policy 506.05, the~~ City email ~~system may not be used to solicit~~., resources, or property for political ~~causes;~~purposes
   - ~~Employees shall not display campaign materials on any~~Use City ~~property, including but not limited~~resources, time, or their official capacity to ~~vehicles and uniforms;~~
   - ~~Employees shall not~~ lobby ~~on behalf of~~, endorse, or promote political candidates or causes, unless authorized by the City ~~without prior written approval from the~~

3. ~~City~~ Manager~~,~~ or their designee~~;~~
   - ~~Employees shall refrain from using their influence in any way, for or against, any candidate for any elective office while engaged in the performance of their duties on the job;~~
4. ~~Employees shall not~~ Accept gifts or favors for political activity ~~relating to an item on a ballot they participated in, provided advice relating to, or exercised authority on, while in the scope of their City employment; and~~related to their City duties

   - ~~Employees shall not engage in any conduct in relation to a political campaign that would have the effect of destroying the efficiency of City employees, interfering with, or disrupting City operations or functions, impairing harmony, or which prevents successful service with employees' superiors.~~

Publicly endorsing a candidate, placing a yard sign on private property, wearing or distributing campaign material, making financial contributions, or campaigning for a candidate, are permissible under City policy so long as those activities are conducted in the employee's private capacity and take place while the employee is off-duty and does not include the use of any City equipment or resources.

VI. Actions of Others

~~An employee shall~~Employees must not ~~intentionally or knowingly~~ assist or induce~~, or attempt to assist or induce, any person~~ others to violate ~~any provision in~~ this ~~Ethics~~ policy~~.~~

~~An employee shall not violate the~~ or circumvent its provisions ~~of this Ethics policy through the acts of another.~~.

VII. Reporting Unethical Conduct

~~If an employee witnesses or has knowledge that inappropriate, unlawful, or unethical conduct has occurred, they have a duty to report the actions or behavior through the appropriate channels.~~ Employees are required to report behavior in violation of this Policy to Human Resources or through the anonymous reporting system. Anonymous reports will be investigated to the extent possible, but employees are encouraged to provide their identity for follow-up. Retaliation against individuals who report concerns in good faith is strictly prohibited. Any act of retaliation may result in disciplinary action up to and including termination, as well as potential legal consequences.

Reports of unethical conduct for non-civil service employees will be reviewed and processed by Human Resources ~~and~~. If the ~~City Manager's Office. Retaliation for~~report involves the ~~reporting~~Director of ~~inappropriate, unlawful,~~Human Resources or ~~unethical conduct is prohibited per~~a Human Resources Department employee, the ~~City's Retaliation Act Administrative Directive 108.06.~~authority will escalate to the Deputy City Manager or their Designee. In partnership with Human Resources, reports of unethical conduct for civil service ~~Police and Fire~~ employees will be reviewed and processed in accordance with Chapter 143 of the Texas Local Government Code and, where applicable, local rules, meet and confer ~~agreement~~agreements, and departmental standard operating procedures.

Examples of ~~behaviors include, but are not limited to~~reportable conduct:

1. Theft or misuse of City resources~~;~~
2. Abuse of position~~;~~ or authority
3. Misuse of confidential information~~;~~
   - ~~Personal use of City-owned resources;~~

- ~~Bribery;~~
4. , Fraud, Waste, ~~and~~or Abuse
5. Falsification of documents~~;~~
6. Conflicts of interest~~; or~~
7. Violations of ~~City~~ procurement ~~policy.~~policies

VIII. Training

~~Employees shall~~ All City of Denton employees must complete annual ethics training ~~regarding this policy.~~

IX. Exceptions ~~Generally~~

~~If an exception is not specifically provided for in this policy, an employee may seek an exception from Compliance or the City Manager's Office. In granting specific exceptions, Compliance or the City Manager's Office shall consider the nature of the act or relationship in light of the purposes and objectives of this policy. Compliance or the City Manager's Office shall weigh whether public knowledge of the granting of the exception would erode public trust in the employee, specifically, and the City, generally. Of crucial concern shall be whether granting the exception is allowed by law and likely to unduly influence the employee or interfere with the objective performance of the employee's official duties. If in the sole discretion of Compliance or the City Manager's Office it is determined that granting the exception is not allowed by law or is reasonably likely to cause the employee to demonstrate biased behavior or preferential treatment, or further the interests of the employee, personally, without a corresponding benefit to the City as an organization, the request for an exception should be denied. Granted exceptions must be reported to City Council through written report.~~

Employees may request policy exceptions through Human Resources or the City Manager's Office. Exceptions must comply with the law and not compromise public trust. Exceptions are granted on a case-by-case basis and may be reviewed periodically to ensure continued compliance.

Requests for exceptions are subject to the Texas Public Information Act, and all approved exceptions must be reported to the City Council.

ROLES AND RESPONSIBILITIES

I. City Manager's Office

a. Reviews and approves exceptions to the Policy, ensuring they comply with all legal requirements and do not undermine public trust.
b. Receives escalated reports of unethical conduct when the concern involves HR leadership.
c. Ensures City-wide adherence to ethical standards and appropriate enforcement of this Policy.

II. Department Leadership

a. Promotes ethical conduct within their departments and ensures employees understand and adhere to this Policy.
b. Ensures employees complete timely disclosures of conflicts of interest and follow appropriate recusal processes.
c. Reinforces expectations regarding misuse of City resources, confidentiality, and political activity restrictions.
d. Reports alleged unethical conduct to HR and participates in investigative processes as required.
e. Ensures employees can attend annual ethics training.

III. Employees

a. Acts ethically and complies with all requirements of this Policy, as well as relevant State and Federal laws.
b. Discloses actual or perceived conflicts of interest within five (5) business days of becoming aware of the conflict and recuses themselves when instructed.
c. Uses City resources, time, and equipment only for official City business.
d. Safeguards confidential information and accesses it only when necessary for official duties.
e. Avoids actions that provide preferential treatment, misuse of City property, or personal gain.
f. Refrains from political activity while on duty or using City resources.
g. Reports suspected unethical conduct promptly and in good faith.
h. Participates in annual ethics training.
i. Obtains written approval prior to serving on boards, commissions, or associations.
j. Recuses themselves from discussions or decisions involving the City when serving on boards, commissions, or associations; ensures recusals are documented in official meeting minutes.
k. Submits request within 30 days of hire if currently serving on a board, commission, or association.

IV. Human Resources

a. Reviews all submitted conflict-of-interest disclosure forms and determines whether an actual or perceived conflict exists within ten (10) business days.
b. Coordinates with the Legal and Purchasing Departments when guidance is required.
c. Maintains documentation of disclosures, recusals, and approved exceptions.
d. Processes and investigates reports of unethical conduct for non-civil service employees or escalates to the Deputy City Manager when the concern involves HR leadership.
e. Partners with Civil Service Departments to review and process reports involving civil service employees in accordance with Chapter 143 and applicable local rules.
f. Provides annual ethics training to all employees and maintains training records.
g. Assists in administering the anonymous reporting system and ensures protection from retaliation for good-faith reporters.

V. Legal Department

a. Provides legal advice regarding conflicts of interest, confidentiality, and compliance with the Texas Public Information Act and applicable State and Federal laws.
b. Supports reviews of disclosure forms and requests for exceptions when legal interpretation is required.

VI. Purchasing Department

a. Provides guidance regarding procurement-related conflicts of interest.
b. Collaborates with HR and Legal to review disclosures submitted during procurement solicitations or proposal reviews.
c. Ensures procurement processes remain transparent, compliant with laws, and free from conflicts of interest.

DEFINITIONS

- **Abuse** – The misuse of City position or authority for personal gain or to harm others.
  Examples include:
  - Awarding contracts based on favoritism
  - Using subordinates for personal tasks
- **Favor** – A special advantage, privilege, or right granted or conceded; an action or omission that provides a benefit to an individual or entity in a way that deviates from generally accepted standard practices or policies; or an act or omission providing a benefit that results in a real or perceived conflict of interest. Examples include waiving fees, providing non-public information, or expediting service for personal or political gain.
- **Fraud** – The intentional misappropriation of City assets, including bribery, extortion, deception, or theft (See Fraud Response Policy #509.01)

- **Gift** – Any item or benefit, tangible or intangible, that could reasonably be perceived as providing a personal advantage or influencing an employee's actions or decisions. This includes, but is not limited to, cash, cash equivalents, merchandise, food, meals, transportation, lodging, entertainment, use of facilities, or discounts not available to the general public.
- **Waste** – Inefficient use of City resources that results in unnecessary costs. Examples include:
    - Overpaying for supplies or services
    - Purchasing unneeded items or excessive quantities
    - Renewing contracts for goods or services that the City no longer uses

REFERENCES

- City Policy 108.06 – Retaliation Act
- City Policy 108.10 – Harassment Prevention/Workplace Abuse
- City Policy 108.13 – Investigation and Inspection of City Facilities/Equipment
- City Policy 109.01 – Corrective Action
- City Policy 111.03 – Absence for Voting
    - ~~City Policy 111.04 – Military Service Leave~~
- City Policy 114.01 – Solicitation
- City Policy 408.01 – Travel Expenses
- City Policy 408.03 – Reimbursement for Professional Development Activities
- City Policy 409.01 – Workers' Compensation/Salary Continuation Program
- City Policy 409.05 – Comprehensive Driving and City Vehicle Use
- City Policy 505.03 – Social Media and Digital Platforms
- City Policy 506.05 – Email Use by Employees
- City Policy 509.01 – Fraud Response

REVISION HISTORY

~~Revision #~~	Effective Date	Owner	Summary of Changes
~~1.0~~	4/17/18	C. Ogden	• Initial Policy
~~2.0~~	2/11/20	C. Ogden	• General policy updates
~~3.0~~	11/16/21	C. Moar	• General formatting changes • Addition of "potential conflicts of interest" into disclosure and recusal requirements and notice that failure to disclose actual conflicts of interest may results in disciplinary action. • Prohibition on providing Cash or Cash Equivalents in certain situations. • Clarifications on Gifts, Meals and Events definitions and exceptions. • Requirement for approval forms to be completed annually for external secondary employment. • Prohibition on retaliation for reporting unethical conduct and inclusion of Fraud in example of unethical behaviors.
~~4.0~~	1/18/23	C. Moar (Ethics & Compliance)	• Addition of Fraud, Waste, and Abuse definitions • Addition of first cousins and first cousins-in-law to Nepotism requirements • Addition of definition of "Relative" and removal of references to "third degree of affinity or consanguinity" when referring to Nepotism requirements • Clarification that secondary employment section doesn't apply to military reservists
5/19/2026		Human Resources-Employee Relations	• Content within the policy has been cleaned up to establish ethical expectations, promotes integrity, and provides guidelines to prevent an actual or perceived conflict of interest and misuse. • Content unrelated to these core ethic philosophies originally held in Policy No. 10.00 Ethics are now delineated by the creation of Policy No. 10.01 Gift, Meals, and Event Attendance, Policy No. 10.02 Nepotism, Policy No. 10.03 Secondary Employment. •

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CITY OF DENTON

Policy Number and Title:	10.01 Gifts, Meals, Event Attendance
Policy Section and Chapter:	Human Resources – Employee Relations
Policy Owner & Contact:	Human Resources – (940) 349-8355
Policy or Directive:	Policy
Last Revision Date:	00.00.0000

POLICY PURPOSE STATEMENT

The purpose of this policy is to establish clear guidelines regarding the receipt and provision of gifts, meals, and event invitations by City employees in the course of their official duties. These standards are intended to prevent actual or perceived conflict of interest, promote ethical conduct, and ensure all business interactions are conducted with transparency, fairness, and public trust.

City employees must not accept or offer any item of value – regardless of the amount – if doing so could be reasonably perceived as influencing a business decision, creating a conflict of interest, or impairing the employee's objectivity.

POLICY

I. Gifts, Meals, and Events

A. Gifts or Favors

Employees are prohibited from soliciting or accepting gifts, favors, or other items of value from individuals, vendors, or organizations with whom they engage through their position at the City, unless specifically permitted by this policy.

1. The following are prohibited:
   a. Any gift or favor provided in exchange for an official act (i.e., quid pro quo)
   b. Any form of bribery, as defined under Texas Penal Code §36.10
   c. Cash or Cash Equivalents (e.g., gift cards), regardless of the source or purpose, for recognition, appreciation, or employee-related events

2. Permitted Exceptions Include:
   a. Promotional items of nominal value (e.g., pens, keychains) provided to the general public or all event attendees
   b. Perishable items of nominal value given by members of the public, vendors, or organizations in appreciation of an employee or a department, provided the items are placed in a shared area
   c. Gifts from coworkers, family, or personal friends outside of work-related expectations or circumstances
   d. Items received at internal City-sponsored events (e.g., wellness fairs)
   e. Items of nominal value received for recognition, provided they are not cash or cash equivalents

f. Discounts made available uniformly to all City employees (Solicitation Policy #114.01)
g. Employees may participate in drawings that occur during approved events such as professional conferences, provided any prize is of nominal value (e.g., books, t-shirts, mugs)

Employees must use sound judgment and are encouraged to consult with their supervisor or Human Resources if unsure whether an exception applies. If a gift or favor cannot be respectfully declined and does not meet these exceptions, the employee must report the item or favor using the City's Gift Disclosure Form within three (3) business days.

3. Disclosure requirements:

a. All gifts not clearly falling within the permitted exceptions must be refused or reported using the City's Gift Disclosure form.
b. Gifts that do not meet exception criteria must be returned, if possible, or donated following Section E – Disclosure.

B. Meals

Employees may not solicit or accept meals from individuals, businesses, or organizations in connection with their role at the City, unless specifically permitted under the exceptions listed below. Employees are responsible for avoiding situations that may give the appearance of favoritism, impaired judgement, or conflict of interest.

1. Permitted exceptions include:
a. Meals provided as part of a scheduled event approved by the employee's supervisor, included in the event's registration or itinerary, and equally available to all participants
b. Meals occurring during the course of essential duties that cannot be reasonably avoided, and are paid for separately by each participant or the City – any portion covered by a third party must be disclosed using the Gift Disclosure Form
c. Meals offered through a publicly advertised discount or program extended to all City employees
d. Meals provided at community events where attendance is required as part of the employee's official responsibilities
e. Meals provided by a coworker, family member, personal friend, or unrelated business associate and is clearly independent of the employee's City role and are not offered in exchange for any action or influence.
f. Items such as occasional snacks, coffee, doughnuts, etc., which are de minimis.

Employees must use sound judgment and are encouraged to consult with their supervisor or Human Resources if unsure whether an exception applies. If a meal cannot be respectfully declined and does not meet these exceptions, the employee must report using the City's Gift Disclosure Form within three (3) business days.

2. Disclosure requirements:

a. All meals not clearly falling within the permitted exceptions must be refused, or if unable to refuse, reported using the City's Gift Disclosure form.

C. Events

Attendance at external events must serve a legitimate training or business purpose and be approved in advance by the employee's chain of command. Events may include, but are not limited to, conferences, off-site meetings, trade shows, or educational workshops. All travel and related expenses must comply with Policy 408.01 – Travel Expenses and Policy 408.03 – Reimbursement for Professional Development Activities.

Employees must avoid participating in event-related meals, entertainment, or social functions that could reasonably be interpreted as influencing their professional judgment or providing them with a personal benefit due to their City role.

Employees may not accept discounted or complimentary event benefits – including registration fees, travel, lodging, or meals – from individuals, vendors, or organizations that have, or may have, a business relationship with the City, unless specifically allowed under the exceptions below.

1. Permitted Exceptions Include:
   a. Discounts that are broadly available to all government employees or event attendees (e.g., government lodging rate, conference multi-attendee discount)
   b. Meals that meet one of the meal exceptions listed in Section B – Meals of this policy
   c. Scholarships or grants awarded by a non-vendor entity with no business interest in the City
   d. The benefit is offered as part of a widely attended event (e.g., symposium, conference) where the employee is a speaker or panelist, and the invitation is unsolicited
   e. The employee receives the benefit as a board or committee member, and is provided equally to all members based on their position, not due to their employment with the City
   f. The benefit is provided at an event offered to all attendees at no cost (e.g., complimentary skills-based training)
   g. Employees may attend vendor-sponsored activities provided they meet certain criteria (e.g., not in current bidding process, event open to other public organizations, benefit does not exceed nominal value.)

2. Disclosure requirements:
   a. All events not clearly falling within the permitted exceptions must be refused, or if unable to refuse attendance, reported using the City's Gift Disclosure form.

   b. Event tickets or invitations that do not meet exception criteria must be returned, if possible, or donated following Section E – Disclosure and Donation.

D. Exceptions

If a gift, meal, or event does not meet the exceptions outlined in this policy, and an employee believes attendance is necessary for their essential job duties, they may request prior approval from their chain of command and the City Manager or their designee.

In reviewing specific exceptions, the City Manager or their designee must consider the gratuitous nature of the gift, meal, or event and whether it is likely to unduly influence the employee or interfere with the objective performance of the employee's official duties or will have the appearance of doing so. If, in the sole discretion of the City Manager or their designee, it is determined that acceptance of a particular gift, meal, or event attendance is reasonably likely to cause the employee to demonstrate biased behavior or preferential treatment or have the appearance to other employees or the public of doing so, the request for an exception will be denied.

E. Disclosure and Donation

Proactive steps should be taken to inform individuals, businesses, and organizations of the City's policies regarding gifts, meals, and events. Any unsolicited gifts received by an employee, department, office, or work group that do not meet the policy exception criteria is considered property of the City. Every effort should be made to politely decline or return the gift to the sender. If unable to decline or return the gift, a Gift Disclosure form must be completed, and the item should be taken to Human Resources for donation to an approved organization. The sender should be contacted to express appreciation and explain the City's policy on gift acceptance. In addition to these gifts, any unsolicited meals that cannot be declined and do not meet the listed exceptions must be disclosed. Employees must disclose all such gifts and meals as soon as possible, but no longer than three (3) business days from receipt.

ROLES AND RESPONSIBILITIES

I. City Manager or Designee

a. Reviews and evaluates exception requests for gifts, meals, or events that do not meet policy criteria.
b. Evaluate whether acceptance would create undue influence or the appearance of favoritism.
c. Deny requests when acceptance could impair objectivity or public trust.

II. Employee

a. Employees are responsible for ethical conduct and compliance with all requirements.
b. Avoid accepting prohibited gifts, meals, or event benefits and decline items when possible.
c. Use sound judgment and seek guidance when unsure.
d. Disclose non-permitted gifts or meals within three business days.

III. Human Resources

a. Responsible for administering the policy and providing guidance to employees and supervisors when they are unsure whether a gift, meal, or event qualifies for an exception.

b. Receive and process Gift Disclosure Forms, including logging items and ensuring proper handling.
c. Coordinate donation of non-permitted gifts to approved organizations.
d. Maintain and update the policy as the policy owner.

IV. Supervisor

a. Inform vendors and community partners about the City's restrictions on gifts and meals.
b. Ensure compliance at the operational level and approve employee participation in events or meals when required by the policy.
c. Review and approve exception requests before they are elevated to the City Manager.
d. Monitor employee conduct to ensure gifts, meals, and event attendance do not create conflicts of interest.
e. Coordinate delivery or deliver non-permitted items to Human Resources.

DEFINITIONS

- **Benefit** – Any form of financial gain or advantage, including any such gain provided to another individual, is of direct and significant importance to the recipient.
- **Cash or Cash Equivalents** – Cash or Cash Equivalents are defined as physical currency or any stored-value item that functions like cash, such as gift cards, prepaid cards, or gift certificates. Cash or Cash Equivalents are taxable and treated as income. Receipt of such must be disclosed (See Section E).
- **De minimus** – The value and frequency is so small that it makes it impractical to account for; examples are coffee mugs, pens, t-shirts. These are not taxable.
- **Favor** – A Favor is a special advantage, privilege or right granted or conceded; an action or omission that provides a benefit to an individual or entity in a way that deviates from generally accepted standard practices or policies; or an act or omission providing a benefit that results in a real or perceived conflict of interest. Examples include waiving fees, providing non-public information, or expediting service for personal or political gain.
- **Gift** – A Gift is any item or benefit, tangible or intangible, that could reasonably be perceived as providing a personal advantage or influencing an employee's actions or decisions. This includes, but is not limited to, cash, cash equivalents, merchandise, food, meals, transportation, lodging, entertainment, use of facilities, or discounts not available to the general public.
- **Nominal Value** – Nominal Value refers to an item or benefit valued at less than $50 per employee, per event, per source, and per calendar year. This threshold helps define what may be accepted under specific policy exceptions.
- **Perishable Items** – Perishable Items include fresh foods or goods – such as fruit, baked goods, or flowers – that are not shelf-stable and have a limited usable life (typically less than a few days).

REFERENCES

- City Policy 10.00 – Ethics
- City Policy 109.01 – Corrective Action
- City Policy 114.01 – Solicitation
- City Policy 408.01 – Travel Expenses

- City Policy 408.03 – Reimbursement for Professional Development Activities
- City Policy 409.05 – Comprehensive Driving and City Vehicle Use
- **Texas Penal Code** – Sec. 47.02. GAMBLING - Texas Penal Code

REVISION HISTORY

Revision Date	Policy Owner	Summary
4/17/18	Director of Procurement & Compliance	• Initial Policy
2/11/20	Director of Procurement & Compliance	• General policy updates
11/16/21	Compliance Officer	• General formatting changes • Addition of "potential conflicts of interest" into disclosure and recusal requirements and notice that failure to disclose actual conflicts of interest may result in disciplinary action. • Prohibition on providing Cash or Cash Equivalents in certain situations. • Clarifications on Gifts, Meals, and Events definitions and exceptions. • Requirement for approval forms to be completed annually for external secondary employment. • Prohibition on retaliation for reporting unethical conduct and inclusion of Fraud in example of unethical behaviors.
XX/XX/2026	Director of Human Resources	• Gifts, Meals, Events separated from Ethics Policy 10.00 • General formatting changes • Updated "Nominal Value" •

CITY OF DENTON

Policy Number and Title:	10.02 Nepotism Policy
Policy Section and Chapter:	Human Resources – Employee Relations
Policy Owner & Contact:	Human Resources – (940) 349-8355
Policy or Directive:	Policy
Last Revision Date:	00.00.0000

POLICY PURPOSE STATEMENT

To uphold the integrity of the hiring process, prevent actual or perceived conflicts of interest, protect confidential information, and in alignment with the City of Denton's core value of inclusion, the City prohibits the employment of individuals who are related, as defined by this policy, in certain positions or within specific departments.

This policy applies to external candidates seeking initial employment or re-employment with the City, as well as current employees pursuing internal transfers or promotional opportunities. By applying this policy consistently, the City fosters a fair, transparent, and inclusive workplace that supports equitable opportunities for all.

POLICY

I. Nepotism

A. Applicants must disclose on their application any relatives currently employed by the City or serving on the City Council, on a City board or commission. The nature of each relationship must also be identified.

Failure to fully disclose this information may result in disqualification from consideration. Current employees who knowingly withhold or falsify this information may face corrective action, up to and including termination of employment.

B. No individual may be hired, appointed, or promoted to a position with the City if they are a Relative of a current City Council member, the City Manager, or a department head within the same department.

C. In departments with multiple operational divisions, applicants or employees who are Relatives of current employees may not be employed within the same division.

In departments with only one operational division, Relatives of current employees are not eligible for employment within that department.

Current employees may not be appointed or promoted into a supervisor's chain of command if they are a Relative of that supervisor.

Human Resources (HR), in consultation with department leadership, reserves the right to deny employment or transfer requests if the proposed relationship creates a real or perceived conflict of interest - regardless of the position or department involved.

D. Applicants who are a Relative of a City board or commission member are not eligible for employment in operational divisions that report to, including presenting agenda items to, or serve as staff liaisons to that board or commission, including the presentation of agenda items.

E. Department Heads may implement stricter restrictions with HR approval, provided the guidelines are applied consistently, are not discriminatory, and are legally compliant. Disputes regarding such restrictions may be elevated to the City Manager or their designee for resolution.

F. If a marriage, promotion, reorganization, or other change creates a conflict under this policy:
    1. One (1) of the employees must seek a transfer within sixty (60) days and complete such transfer within six (6) months of the first date of the existence of the conflict. With appropriate approvals, the timeline may be extended in 30-day increments, not to exceed 90 calendar days.
    2. If no transfer is possible, one of the employees may be reassigned or separated from employment based on operational needs and qualifications. Preferential consideration will not be given to the transferring employee.
    3. If no suitable position is available, one of the employees may be reassigned or separated from employment based on business needs and qualifications, at the discretion of the City Manager.

G. Employees who have been employed with the City for at least six (6) months are not required to resign if a Relative is later appointed to the City Council, a board, or commission. However, new applicants who are Relatives of such members may not be hired into operational divisions of which their Relative is a member of a board or commission that is associated with the City.

H. If a Council Appointee or a department head is hired and is a Relative of a current City employee, that employee is not required to resign, provided they have been employed for at least six (6) months. However, they may not remain in that department or in a role that falls under the Relative's chain of command.

I. Relatives may work in the same operational division under temporary or seasonal employment if all of the following conditions are met:
    1. The employment period does not exceed 120 days in a 12-month period
    2. Neither employee has influence over decisions affecting the other's employment (e.g., hiring, promotions, pay, performance)
    3. No involvement in evaluating, auditing, or disciplining the related employee
    4. The relationship does not interfere with or negatively affect department operations

J. Any employment relationship that creates an actual or perceived conflict of interest, disrupts the work environment, or violates applicable law may result in corrective action, up to and including termination.

II. EXCEPTIONS

If an exception is not explicitly addressed in this policy, an employee may submit a written request to Human Resources. The request will be reviewed by Human Resources in consultation with the City Manager's Office. Final decisions regarding exceptions will be communicated to the employee by Human Resources.

When considering an exception, the City Manager's Office will evaluate whether the relationship or situation aligns with the purpose of this policy. This includes assessing whether granting the exception could harm public trust, create a conflict of interest, or affect the employee's ability to perform their duties fairly and objectively. If the exception is not permitted by law or is not beneficial to the operation of the City or services provided to the public, the request will be denied.

Requests for exceptions are subject to the Texas Public Information Act, and all approved exceptions must be reported to the City Council.

ROLES AND RESPONSIBILITIES

I. City Manager or Designee

a. Reviews and decides on exception requests submitted through Human Resources.
b. Evaluates whether exceptions align with the purpose of the policy, including impacts on public trust, objectivity, and conflicts of interest.
c. Makes final determinations when no suitable transfer is available, and separation or reassignment is required.
d. Ensures all approved exceptions are reported to the City Council.

II. Department Leadership

a. Ensures operational compliance and identifies potential conflicts within their organizational structure.
b. Consults with Human Resources on reorganizations, hiring, transfers, promotions, or changes that create potential conflicts involving Relatives.
c. Ensures organizational charts clearly identify operational divisions to support compliance with the policy's division-based restrictions.
d. Ensure no employee is appointed or promoted into their chain of command if they are a Relative.
e. Support employees in identifying transfer opportunities when a conflict arises due to marriage, reorganization, or other changes.

III. Employees and Applicants

a. Disclose all Relatives employed by the City or serving on the City Council, boards, or commissions during hiring, transfer, or promotion processes.
b. Reports changes in relationships or circumstances (marriage, reorganization, promotion, transfer) that may create a conflict or perception of conflict under the policy.
c. Seeks transfer within required timelines when a conflict arises due to marriage, reorganization, or other changes.

d. Avoid influencing employment decisions involving Relatives and refrain from participating in interviews, evaluations, corrective actions, or decisions impacting their employment.

IV. Human Resources

a. Evaluates and reviews applicant and employee disclosures of Relatives employed by the City or serving on City Council, boards, or commissions to ensure compliance with nepotism requirements. Denies/disqualifies requests that create real or perceived conflicts of interest.
b. Implements stricter restrictions when appropriate and ensures they are applied consistently.
c. Coordinates corrective action for nondisclosure.
d. Process and coordinate exception requests in consultation with the City Manager's Office and communicate final decisions to employees.
e. Maintains policy documentation and advises departments on the interpretation and application of the policy and ensures compliance with legal requirements.

DEFINITIONS

- **Conflict of Interest** – A situation where personal, financial, or relational considerations may influence decisions or actions in the workplace, or a situation where the priorities of the City are incompatible with. Examples include:
    - Financial: Accepting gifts, favors, or other benefits from a vendor that could influence purchasing decisions.
    - Familial/Personal Relationships: Favoring family members or friends in hiring, promotions, or other employment decisions.
    - Extracurricular Employment: Engaging in outside employment or activities that could create a conflict of interest with the employee's role in the City, such as using City resources for personal gain.
    - Romantic/Relational: Having a romantic relationship with a subordinate or a colleague that could create an unfair or biased work environment.
    - Political: the conflict of interest between elected officials and corporate lobbyists

- **Operational Divisions** – A distinct unit within a department, as identified in the department's organizational chart. Operational divisions are structured around functional responsibilities and are not necessarily aligned with the department's budgetary divisions.

- **Relative** – For the purposes of this policy, Relative will include, but not be limited to, the following familial relationships:

Relationships by Blood	Relationships by Marriage	
Parents	Spouse (legal or	Grandparents- in-law
Children (includes adoption)	common- law)	Grandchildren- in-law
Siblings (including ½ siblings)	Stepparents	Great grandparents- in-law
Grandparents	Stepchildren	Great grandchildren- in-law
Grandchildren	Parents-in-law	Uncle-in-law
Great grandparents	Son-in-law	Aunt-in-law
Great grandchildren	Daughter-in- law	Nephew-in-law
Uncle	Brother-in-law	Niece-in-law

Aunt Nephew Niece First Cousin	Sister-in-law	First cousin-in-law

- **Staff Liaison** – an employee who serves as the official point of contact between a City department and an external board, commission, or organization. The liaison is responsible for facilitating communication, coordinating resources, and supporting informed decision-making between the parties.

REFERENCES

- City Policy 10.00 – Ethics
- City Policy 103.01 – Categories of Employment
- City Policy 104.06 – Transfers
- City Policy 109.01 – Corrective Action
- City Policy 509.01 – Fraud Response

REVISION HISTORY

Revision Date	Policy Owner	Summary
01/18/2023	C. Moar (Ethics & Compliance)	• Addition of first cousins and first cousins-in-law to Nepotism requirements • Addition of definition of "Relative" and removal of references to "third degree of affinity or consanguinity" when referring to Nepotism requirements
XX/XX/XXXX	Human Resources	• Nepotism separated from Ethics Policy 10.00

Policy Number and Title:	10.03 Secondary Employment
Policy Section and Chapter:	Human Resources – Employee Relations
Policy Owner & Contact:	Human Resources – (940) 349-8355
Policy or Directive:	Policy
Last Revision Date:	00.00.0000

POLICY PURPOSE STATEMENT

The City of Denton (COD) is committed to fostering a collaborative and inclusive environment while ensuring that quality service is delivered to the public. The purpose of this policy is to establish guidelines for employees regarding secondary employment. COD aims to protect both employees and the City from unintended consequences from secondary employment. Employees may engage in secondary employment provided that it does not conflict with their primary job responsibilities, negatively impact performance, or disrupt the operational efficiency of the organization.

POLICY

I. Secondary Employment Guidelines

The City is the primary employer for all employees (excludes temporary and seasonal employees). Employees must recognize the City's operational needs and scheduling flexibility requirements. Employees may engage in secondary employment in any business, trade, occupation, or profession, provided that such employment:

- Does not bring discredit to the City or the employee into disrepute, reflect discredit upon the employee
- Does not impair judgement or create a conflict of interest (or appearance of one)
- Does not interfere with primary job duties or availability for performance recall
- Does not utilize City time, resources, personnel, facilities, uniforms, equipment, or City branded items unless authorized in advance by the City Manager or designee.
- Does not negatively impact an employee's health, safety, or well-being.
- Does not result in poor job performance, absenteeism, or tardiness. Refusal to work overtime due to secondary employment may result in corrective action, up to and including termination (See Overtime policy #106.04 and Corrective Action policy #109.01).

Military reserve service is not considered secondary employment (See Military Service Leave policy #111.04).

II. External Secondary Employment

A. Employees seeking secondary employment outside the City must:
    1. Submit a Secondary Employment Form before engaging in external work. If

already employed elsewhere at the time of hire, approval must be obtained within 30 calendar days of hire.

2. Supervisors must consult department heads before approval. Requests are forwarded to the Human Resources Department for final review.
3. Supervisors must respond in writing within three (3) business days of submission. If additional time is needed, the employee must be informed of the delay including an expected decision timeline.
4. Secondary employment approvals must be renewed annually and updated for changes in employers, positions, or work hours.
5. The department head, upon consultation with the Human Resources Director, or designee, may deny or rescind approval if the employment conflicts with City policies or interests. Decisions must be documented in writing.
6. Failure to obtain prior approval may result in corrective action per City policy.
7. Employees injured while engaged in secondary employment are not covered by the City's workers' compensation program. The City shall not be held liable for any external employment activities undertaken by its employees.

III. Internal Secondary Employment

A. Employees may hold part-time positions in other City departments if they:
   1. Obtain supervisor and department head approval before starting secondary employment
   2. Human Resources Director, or designee, must approve a full-time employee working a part-time position with the City
   3. Ensure that the full-time job is considered the primary employer and job duties remain unaffected
   4. Understand that for non-exempt employees, hours from all City jobs will be combined to determine overtime eligibility under the Fair Labor Standards Act (FLSA). Overtime pay will be calculated on the regular rate of pay across positions (See Overtime policy #106.04)

B. Employees holding multiple part-time City positions:
   1. The first-hired position is the primary employer and is responsible for maintaining employment and timekeeping records
   2. The secondary employer must coordinate hours, pay rate, and work schedules with the primary employer

NOTE: Police and Fire Departments may have additional employment regulations that supersede this policy.

IV. Exceptions

Employees may request policy exceptions through Human Resources or the City Manager's

Office. Exceptions must comply with the law and not compromise public trust. Exceptions are granted on a case-by-case basis and may be reviewed periodically to ensure continued compliance.

Requests for exceptions are subject to the Texas Public Information Act, and all approved exceptions must be reported to the City Council.

ROLES AND RESPONSIBILITIES

This section outlines roles and responsibilities for implementing the policy/directive.

I. Responsible Department/Position 1

a. Activity 1
b. Activity 2

DEFINITIONS

- **Conflict of Interest** – a situation where personal, financial, or relational considerations may influence decisions or actions in the workplace. Examples include:
    - Financial: Accepting gifts, favors, or other benefits from a vendor that could influence purchasing decisions.
    - Familial/Personal Relationships: Favoring family members or friends in hiring, promotions, or other employment decisions.
    - Extracurricular Employment: Engaging in outside employment or activities that could create a conflict of interest with the employee's role in the City, such as using City resources for personal gain.
    - Romantic/Relational: Having a romantic relationship with a subordinate or a colleague that could create an unfair or biased work environment.
- **Secondary Employment** – Any job, contract work, or self-employment where an employee receives compensation outside of their City position. Examples include:
    - Ride share or delivery drivers
    - Lawn care or home maintenance
    - Retail or direct sales (e.g., cosmetics, wellness products)

REFERENCES

- City Policy 10.00 – Ethics
- City Policy 106.04 – Overtime
- City Policy 109.01 – Corrective Action
- City Policy 111.04 – Military Service Leave
- City Policy 409.01 – Workers' Compensation/Salary Continuation Program
- Fair Labor Standards Act (FLSA)

REVISION HISTORY

Revision Date	Policy Owner	Summary
		•

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **City Attorney's Office**

ACM: **Mack Reinwand, City Attorney**

DATE: **May 19, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a Fifth Amendment to an engagement between the City of Denton and Lloyd Gosselink Rochelle & Townsend, P.C., amending the engagement approved by the City Council on July 20, 2021, in the not-to-exceed amount of $550,000.00; amended by Amendments 1, 2, 3, and 4, approved by City Council; said Fifth Amendment to provide additional legal services for the City of Denton; providing for the expenditure of funds therefor; and providing an effective date (File 7762 – providing for an additional Fifth Amendment expenditure amount not-to-exceed $200,000.00, with the total contract amount not-to-exceed $1,350,000.00).

INFORMATION/BACKGROUND

On 1/16/25, the Travis County District Court ruled on DME's appeal of the Final Order issued by the Public Utility Commission (the "PUCT"). The Court agreed with DME that the PUCT's decision to set the debt service coverage ratio at 1.25% was arbitrary and capricious and violated the Open Meetings Act. The Court reversed and remanded that portion of the Final Order for further proceedings regarding the debt service coverage ratio, but did not provide any further direction to the PUCT. The Court did not grant the other relief requested by DME in the appeal, namely the PUCT's denial of the general fund transfer and its authority to force the City into a rate case.

The PUCT was not willing to negotiate a settlement with the City after the District Court's ruling, and on 2/14/25, the City filed Notice of Appeal with the Austin Court of Appeals. The PUCT also appealed the District Court decision.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On July 20, 2021, City Council approved an engagement with Lloyd Gosselink Rochelle & Townsend, P.C., in the not-to-exceed amount of $550,000.00.

On July 18, 2023, City Council approved an engagement with Lloyd Gosselink Rochelle & Townsend, P.C., in the not-to-exceed amount of $300,000.00.

On November 19, 2024, City Council approved an engagement with Lloyd Gosselink Rochelle & Townsend, P.C., in the not-to-exceed amount of $100,000.00.

On March 4, 2025, City Council approved an engagement with Lloyd Gosselink Rochelle & Townsend, P.C., in the not-to-exceed amount of $200,000.00.

RECOMMENDATION

Award Amendment No. 5 with Lloyd Gosselink Rochelle & Townsend, P.C., to provide additional legal services for the City of Denton, in a not-to-exceed amount of $200,000.00, for a total amended contract amount of $1,350,000.00.

PRINCIPAL PLACE OF BUSINESS

Lloyd Gosselink Rochelle & Townsend, P.C.
Austin, TX

ESTIMATED SCHEDULE OF PROJECT

The City anticipates a ruling from the Court of Appeals later this year. It is probable that the Court of Appeal's ruling will extend the underlying matter into 2027 before it finally concludes.

FISCAL INFORMATION

These services will be funded from Denton Municipal Electric operating account 600004.7879. Purchase Order #198255 will be revised to include the Fifth Amendment amount of $200,000.00. The total amended amount of this contract is $1,350,000.00.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

Respectfully submitted:

/s/ Devin Alexander
Deputy City Attorney

Legal Staff Contact:
Devin Alexander

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIFTH AMENDMENT TO AN ENGAGEMENT BETWEEN THE CITY OF DENTON AND LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C., AMENDING THE ENGAGEMENT APPROVED BY THE CITY COUNCIL ON JULY 20, 2021, IN THE NOT-TO-EXCEED AMOUNT OF $550,000.00; AMENDED BY AMENDMENTS 1, 2, 3, and 4, APPROVED BY CITY COUNCIL; SAID FIFTH AMENDMENT TO PROVIDE ADDITIONAL LEGAL SERVICES FOR THE CITY OF DENTON; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7762 – PROVIDING FOR AN ADDITIONAL FIFTH AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $200,000.00, (WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $1,350,000.00).

WHEREAS, on July 20, 2021, the City Attorney approved an engagement with Lloyd Gosselink Rochelle & Townsend, P.C. in the amount of $550,000.00, for legal services; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Fifth Amendment, increasing the amount of the contract between the City and Lloyd Gosselink Rochelle & Townsend, P.C., which is on file in the office of the Purchasing Agent, in the amount of Two Hundred Thousand ($200,000.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment referenced herein. The total contract amount increases to $1,350,000.00.

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

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Devin Q. Alexander

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute Change Order No. 4 to the contract between the City of Denton and Oscar Renda Contracting, Inc., for the construction and movement of public water/wastewater utilities in support of TxDOT's I-35 widening from the split to US-380 for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 7968-004 – Change Order No. 4 in the not-to-exceed amount of $2,722,204.25, for a total contract award aggregated to $20,038,587.25). The Public Utilities Board will consider this item on Monday, May 18, 2026.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

The Texas Department of Transportation's (TxDOT) widening of Interstate Highway 35 (I-35) from the I-35E/I-35W Split to Milam Road started in Q4 2023. The I-35 Utility Relocation (Split to US-380) project moved public utilities in support of TxDOT with the removal and installation of 10,200 linear feet of water and wastewater utilities from the split to US-380. To align with TxDOT's I-35 widening, the project was scheduled for 180 days. Since the project is a forced relocation of City of Denton utilities, there will be reimbursements from TxDOT to support this effort up to 100%.

The I-35 Utility Relocation Project (Split to US-380) had a total estimated cost of $18,064,385.85. This estimate included a $17,204,177 total base proposal amount and a contingency of $860,208.85. A five (5) percent contingency allowance, if any, is for the sole use of the City and will be subject to written authorization by the City's Project Manager.

Change Order Nos. 1 – 3 were approved utilizing available contingency to address design and scope adjustments for water and wastewater infrastructure. Change Orders No. 1 and 2 managed scope changes necessitated by unforeseen existing conditions; notably, material changes had to be made as a result. Change Order No. 3 was required to repair damages to a manhole inflicted by an unknown party during the course of construction.

Change Order No. 4 addresses substantial shifts in construction sequencing for various water and wastewater utility lines. Following the discovery of unforeseen field conditions across multiple parcels, the project team determined that the original schedule was no longer viable. Consequently, work for these

specific locations was re-phased to later stages of the project. This adjustment triggered a ripple effect on upstream infrastructure, necessitating redesigning the methodology for several upstream lines to maintain system integrity, implementation of a revised design that required a complete reversal of the planned flow direction, an updated contractor strategy to accommodate these engineering refinements, an additional 208 days of on-site presence that includes labor, equipment rentals, and coordination of multiple equipment and labor mobilizations across both sides of the I-35 corridor.

Oscar Renda has fulfilled all contractual obligations and submitted the comprehensive closeout package. Simultaneously, City staff is coordinating with TxDOT to ensure all administrative requirements are met. This due diligence is critical to securing reimbursement at 100% for the City of Denton and mitigating any potential audit risks associated with the change order.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 7, 2022, City Council approved RFQ 7968 for a prequalified list of firms for utility relocation and construction services for various Capital Investment Projects (Ordinance 22-1145).

On August 15, 2023, City Council approved a contract with Oscar Renda Contracting, Inc., in the not-to-exceed amount of $18,064,385.85 (Ordinance 23-1490).

On August 9, 2024, Purchasing approved a Change Order 1 with Oscar Renda Contracting, Inc., in the not-to-exceed amount of $43,740.

On October 15, 2024, Purchasing approved a Change Order 2 with Oscar Renda Contracting, Inc., in the not-to-exceed amount of $16,716.

On July 16, 2025, Purchasing approved a Change Order 3 with Oscar Renda Contracting, Inc., in the not-to-exceed amount of $51,750.

On May 18, 2026, this item will be presented to the Public Utilities Board (PUB) for consideration.

RECOMMENDATION

Award Change Order No. 4 with Oscar Renda Contracting, Inc., for the construction and movement of public water/wastewater utilities in support of TxDOT's I-35 widening from the split to US-380 for the Capital Projects Department, in the not-to-exceed amount of $2,722,204.25, for a total contract amount of $20,038,587.25.

PRINCIPAL PLACE OF BUSINESS

Oscar Renda Contracting, Inc.
Grapevine, TX

SCHEDULE OF PROJECT

Construction started on October 16, 2023, with an estimated completion date of July 31, 2024. This change order changed the completion date to February 24, 2025. A Letter of Acceptance was issued to the contractor dated May 30, 2025. For the past twelve months following project completion, City staff have continued working with the contractor and the TxDOT Dallas District to review the change order, including all time impacts, which resulted in the added days and final change order price needed to fully close the project.

FISCAL INFORMATION

These services will be funded from Wastewater Collection account #640444541.1365.40100. Requisition #175051 has been entered into the Purchasing software system in the amount of $2,722,204.25. The total amended amount of this contract is $20,038,587.25.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance, Contract, and Change Orders 1-3
Exhibit 3: Ordinance and Change Order No. 4

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Shawn Messick, 940-349-8390, or Seth Garcia, 940-349-8938.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. 23-1490

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH OSCAR RENDA CONTRACTING, INC., FOR THE CONSTRUCTION AND MOVEMENT OF PUBLIC WATER/WASTEWATER UTILITIES IN SUPPORT OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S I-35 WIDENING FROM THE I-35 SPLIT TO US-380 FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7968-004 – AWARDED TO OSCAR RENDA CONTRACTING, INC., IN THE NOT-TO-EXCEED AMOUNT OF $18,064,385.85).

WHEREAS, on June 7, 2022, the City Council approved a pre-qualified professional services list for utility relocation and construction services for various Capital Improvement Projects (Ordinance 22-1145), 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 Oscar Renda Contracting, Inc., to provide construction services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

The motion to approve this ordinance was made by Joe Holland and seconded by Brian Beck. This ordinance was passed and approved by the following vote [7 - 0]:

	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 15th day of August, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

CITY OF DENTON
DENTON, TEXAS

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2023.07.26 16:24:27 -05'00'

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Docusign City Council Transmittal Coversheet

IFB	7968-004
File Name	IH-35 Utility Relocation (IH-35/W Split to US-380)
Purchasing Contact	Cori Power
City Council Target Date	AUGUST 15, 2023
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	23-1490

DS
LH

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SECTION 00 52 43

AGREEMENT – UNIT PRICE BID

THIS AGREEMENT, authorized on 08/15/2023 is made by and between the City of Denton, a Texas home-rule municipal corporation**,** acting by and through its duly authorized City Manager**,** ("City"), and Oscar Renda Contracting, Inc., authorized to do business in Texas, acting by and through its duly authorized representative, ("Contractor").

City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

Article 2. PROJECT

The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

IH-35 Utility Relocation (IH-35/W Split to US-380)

IFB #7968-004

Article 3. CONTRACT PRICE

City agrees to pay Contractor for performance of the Work in accordance with the Contract Documents an amount, in current funds, of Seventeen Million Two Hundred Four Thousand One Hundred Seventy-Seven Dollars and 00/100 Cents ($17,204,177.00). At the sole option of the City, five (5) percent contingency in the amount of Eight Hundred Sixty Thousand Two Hundred Eight Dollars and 85/100 Cents ($860,208.85) may be used for a total not-to-exceed amount of Eighteen Million Sixty-Four Thousand Three Hundred Eighty-Five Dollars and 85/100 Cents ($18,064,385.85).

Article 4. CONTRACT TIME

4.1 Time is of the essence.

All time limits for Milestones, if any, and Final Acceptance as stated in the Contract Documents are of the essence to this Contract.

4.2 Final Acceptance.

The Work will be completed for Final Acceptance within *{180}* Days after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

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4.3 Liquidated Damages:

A. Contractor recognizes that *time is of the essence* to achieve Milestones and Final Acceptance of the Work, and City will suffer financial and other losses if the Work is not completed within the times specified in the Contract Documents. The Contractor also recognizes the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work related to the Milestones or Final Acceptance is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that liquidated damages for delay (but not as a penalty):

1. *Final Acceptance*: If Contractor neglects, refuse, or fails to complete the Work within the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2, for completion and readiness for Final Payment, Contractor shall pay City Six Hundred Twenty-Five Dollars and 00/100 Cents ($625.00) for each day that expires after such time, until the date determined by City as stated in the City-issued Letter of Final Acceptance.

Article 5. CONTRACT DOCUMENTS

5.1 CONTENTS:

A. The Contract comprises the entire agreement between City and Contractor concerning the Work and consists of this Agreement and the items set forth below. The Contract Documents consist of all items below other than this Agreement.

1. Attachments to this Agreement:
   a. Proposal Form
      1) Bid Form
      2) Unit Price Proposal Form
      3) Vendor Compliance to State Law Non-Resident Offeror
      4) State and Federal documents (*project specific)*
   b. Current Prevailing Wage Rate Table
   c. Worker's Compensation Affidavit
   d. General Conditions.
   e. Supplementary Conditions.
2. The following located in File *7968-004* at: *https://lfpubweb.cityofdenton.com/MaterialsManagement/Browse.aspx?id=19&dbid=0&repo=MaterialsManagement&cr=1*
   a. Specifications described in the Table of Contents of the Project's Contract Documents.
   b. Drawings.
   c. Addenda.
   d. Documentation submitted by Contractor prior to Notice of Award.
3. The following which shall be issued after the Effective Date and delivered to the City within ten (10) days of the Effective Date and before beginning Work:
   a. Payment Bond
   b. Performance Bond
   c. Maintenance Bond
   d. Power of Attorney for the Bonds
   e. Form 1295 – Certificate of Interested Parties (email to purchasing)
   f. Insurance Certificate

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4. Specifications specifically made a part of the Contract Documents by attachment or, if not attached, as incorporated by reference and described in the Table of Contents of the Project's Contract Documents.
5. The following which may be delivered or issued after the Effective Date of the Agreement and, if issued, become an incorporated part of the Contract Documents:
   a. Notice to Proceed.
   b. Field Orders.
   c. Change Orders.
   d. Letter of Final Acceptance.

Article 6. INDEMNIFICATION

6.1 CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY OR DEATH, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, RELATED TO OR IN CONNECTION WITH THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR ANY AND ALL COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

6.2 CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS FOR, LOSS OF, DAMAGE TO, OR DESTRUCTION OF, PROPERTY OF THE CITY OR OF A THIRD PARTY, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, RELATED TO OR IN CONNECTION WITH THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR ANY AND ALL COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

Article 7. MISCELLANEOUS

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7.1 Capitalized Terms.

Unless otherwise provided herein, capitalized terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

7.2 Assignment of Contract.

This Agreement, including all of the Contract Documents may not be assigned by the Contractor without the advance express written consent of the City.

7.3 Successors and Assigns.

City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Severability.

Any provision or part of the Contract Documents held to be unconstitutional, void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

7.5 Venue and Waiver of Sovereign Immunity.

This Agreement, including all of the Contract Documents is performable in the State of Texas. Venue shall be in the state district courts of Denton County, Texas. The City's sovereign immunity is waived only to the extent set forth and in accordance with the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code or as otherwise specifically waived by law. The City does not waive its sovereign immunity to suit in federal court.

7.6 Authority to Sign.

Contractor hereby certifies that the person signing the Agreement on its behalf is the duly authorized signatory of the Contractor.

7.7 Prohibition on Contracts with Companies Boycotting Israel.

Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the 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 contract, 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 contract.

7.8 Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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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.

7.9 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.

7.10 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.

7.11 Prohibition on Contracts with Companies Boycotting Certain Energy 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.

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7.12 Immigration Nationality Act.

Contractor shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violations of this provision by Contractor.

7.13 No Third-Party Beneficiaries.

This Agreement gives no rights or benefits to anyone other than the City and the Contractor and there are no third-party beneficiaries.

7.14 No Cause of Action Against Engineer.

Contractor, its subcontractors and equipment and materials suppliers on the Project or their sureties, shall maintain no direct action against the Engineer, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the City will be the beneficiary of any undertaking by the Engineer. The presence or duties of the Engineer's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible to Contractor or any other entity for those duties that belong to the City, and do not relieve Contractor or any other entity of its obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for performing, coordinating and completing all portions of the Work in accordance with the Contract Documents and any health or safety precautions required by such Work. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, City and Contractor have each executed this Agreement to be effective as of the date subscribed by the City's City Manager or his designee ("Effective Date").

CITY OF DENTON

BY: Sara Hensley
5236DB296270423...

TITLE: City Manager

DATE: 08/15/2023

CONTRACTOR
OSCAR RENDA CONSTRACTING, INC.

BY: Jon Dorma
EE0EAB4F4BE04B2...
AUTHORIZED AGENT

Jon Dorma
NAME

VP of Precinstruction
TITLE

817-293-4263
PHONE NUMBER

jdorma@southlandholdings.com
EMAIL ADDRESS

2023-1050960
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

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

Trevor Crain
7B46EEAB1ABC4F2...
SIGNATURE

Trevor Crain
PRINTED NAME

Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

ATTEST:
JESUS SALAZAR, CITY SECRETARY

Jesus Salazar
2437C77B897541D...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Marcella Lunn
4B070831B4AA438...

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SECTION 00 41 00
BID FORM

TO: *Cori Power*
c/o: Purchasing Division
901-B Texas Street
Denton, Texas 76209

FOR: *IH-35 Utility Relocations (IH-35E/W Split to US-380)*

1 Enter Into Agreement

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2 BIDDER Acknowledgements and Certification

2.1 In submitting this Bid, Bidder accepts all of the terms and conditions of the INVITATION TO BIDDERS and INSTRUCTIONS TO BIDDERS, including without limitation those dealing with the disposition of Bid Bond.

2.2 Bidder is aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within 14 days of notification of award.

2.3 Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2.4 Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

2.5 Bidder has not solicited or induced any individual or entity to refrain from bidding.

2.6 Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of City (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition.

c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish Bid prices at artificial, non-competitive levels.

d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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2.7 The Bidder acknowledges and agrees to comply with the requirements of City Ethics Ordinance No. 18-757.

3 Time of Completion

3.1 The Work will be complete for Final Acceptance within 180 Days after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

3.2 Bidder accepts the provisions of the Agreement as to Liquidated Damages in the event of failure to obtain Milestones (if applicable) and Final Acceptance within the times specified in the Agreement.

4 Attached to this Bid

The following documents are attached to and made a part of this Bid:

a. Section 00 35 13 – Conflict of Interest Affidavit
b. Section 00 41 00 – Bid Form
c. **Section 00 42 43 – Unit Price Bid Form – Electronic Copy (either included in the Bid, or submitted via IonWave)**
d. Section 00 42 13 – Required Bid Bond, issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions
e. Section 00 43 36 – Proposed Subcontractors Form
f. ~~Section 00 43 37 – Vendor Compliance to State Law Non-Resident Bidder~~
g. ~~Section 00 45 13 – Bidders Minimum Qualification Statement~~
h. Section 00 45 26 – Contractor Compliance with Workers Compensation Law
i. Section 00 45 43 – Corporate Resolution of Authorized Signatories
j. Any additional documents that may be required by Section 00 21 13 – Instructions to Bidders

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5 Total Bid Amount

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following bid amount. In the space provided below, please enter the total bid amount for this project. Only this figure will be read publicly by the City at the bid opening.

5.2 It is understood and agreed by the Bidder in signing this proposal that the total bid amount entered below is subject to verification and/or modification by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

Total Bid Amount: $ 17,204,177.00

6 Bid Submittal

This Bid is submitted on July 12, 2023 by the entity named below.

Respectfully submitted,

By: _____
(Signature)

Jon Dorma
(Printed Name)

Title: *Vice President of Preconstruction Services*

Company: *Oscar Renda Contracting Inc.*

Address: *1100 Kubota Dr.*
Grapevine, TX 76051

State of Incorporation: *Texas*

Email: *jdorma@southlandholdings.com*

Phone: *817-293-4263*

Receipt is acknowledged of the following Addenda:	Initial
Addenda No. 1:	JMD
Addenda No. 2:	
Addenda No. 3:	
Addenda No. 4:	
Addenda No. 5:	

END OF SECTION

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SECTION 00 42 43 - UNIT PRICE BID FORM

City of Denton Capital Projects
901-B Texas Street
Denton, TX 76209
Attn: Cori Power/Purchasing Dept.

From: Oscar Renda Contracting Inc.
1100 Kubota Dr.
Grapevine, TX 76051
Jon Dorma
817-293-4263
jdorma@southlandholdings.com

PROJ.: IH-35 Utility Relocations (IH-35E/W Split to US-380)
IFB: 7968-004

BIDDERS APPLICATION - UNIT PRICE BID

Item No.	COD Specification	Description Number	Description of work	BID QTY	UOM	Unit Price	Extended Price
			UNIT 1 - WATER IMPROVEMENTS				
1	01 58 13	0158.001	Temporary Project Sign	10	EA	$ 1,600.00	$ 16,000.00
2	01 70 00	0170.001	Mobilization	1	EA	$ 1,700,000.00	$ 1,700,000.00
3	32 01 29	3201.013	Concrete Paving Repair for Utility Trench*	2392	SY	$ 300.00	$ 717,600.00
4	32 01 17	3201.007	Flexible Paving Repair for Utility Trench*	555	SY	$ 150.00	$ 83,250.00
5	32 12 16	3216.005	4" Concrete Sidewalk*	498	SY	$ 280.00	$ 139,440.00
6	32 93 00	3293.015	Topsoil	391	SY	$ 152.00	$ 59,432.00
7	32 93 00	3293.016	Seeding	7319	SY	$ 2.00	$ 14,638.00
8	32 93 00	3293.017	Sodding	392	SY	$ 13.00	$ 5,096.00
9	33 01 50	3301.085	Manhole Adjustment, Minor	1	EA	$ 20,171.00	$ 20,171.00
10	33 01 50	3301.060	Manhole Adjustment, Major with Frame and Cover	2	EA	$ 43,048.00	$ 86,096.00
11	33 01 50	3301.064	Fire Hydrant Adjustment	1	EA	$ 11,484.00	$ 11,484.00
12	33 05 05	3305.021	Trench Safety	6370	LF	$ 5.00	$ 31,850.00
13	33 05 07	3305.022	18" Casing by Open Cut*	20	LF	$ 555.00	$ 11,100.00
14	33 05 07	3305.028	18" Casing by Other Than Open Cut*	933	LF	$ 830.00	$ 774,390.00
15	33 05 07	3305.029	24" Casing by Other Than Open Cut*	1043	LF	$ 1,150.00	$ 1,199,450.00
16	33 05 07	3305.030	30" Casing by by Other Than Open Cut	160	LF	$ 1,460.00	$ 233,600.00
17	33 05 15, 33 14 10	3305.098	8" DIP Water Carrier Pipe	953	LF	$ 548.00	$ 522,244.00
18	33 05 15, 33 14 10	3305.099	12" DIP Water Carrier Pipe	1043	LF	$ 674.00	$ 702,982.00
19	SEE ALTERNATE 1 BELOW - provide bid for only ONE (19 OR 19a)			160	LF		$ -
20	SEE ALTERNATE 2 BELOW - provide bid for only ONE (20 OR 20a)			505	LF		$ -
21	33 14 11	3314.142	6" PVC Water Pressure Pipe	15	LF	$ 642.00	$ 9,630.00
22	33 14 11	3314.142	8" PVC Water Pressure Pipe	4168	LF	$ 186.00	$ 775,248.00
23	33 14 11	3314.146	12" PVC Water Pressure Pipe	1662	LF	$ 324.00	$ 538,488.00
24	33 14 17	3314.310	1" Water Service*	5	EA	$ 5,354.00	$ 26,770.00
25	33 14 17	3314.318	2" Water Service	9	EA	$ 8,916.00	$ 80,244.00
26	33 14 18	3314.323	4" Water Meter, Vault and Appurtenances	1	EA	$ 94,490.00	$ 94,490.00
27	33 14 20	3314.327	6" Gate Valve*	1	EA	$ 3,786.00	$ 3,786.00
28	33 14 20	3314.328	8" Gate Valve*	15	EA	$ 5,196.00	$ 77,940.00
29	33 14 20	3314.329	12" Gate Valve*	7	EA	$ 9,084.00	$ 63,588.00
30	33 14 20	3314.330	16" Gate Valve	3	EA	$ 26,928.00	$ 80,784.00
31	33 14 25	3314.345	8" x 8" Tapping Sleeve and Valve (City Performed)	2	EA	$ 8,552.00	$ 17,104.00
32	33 14 25	3314.347	12" x 8" Tapping Sleeve and Valve (City Performed)	1	EA	$ 12,700.00	$ 12,700.00
33	33 14 25	3314.348	12" x 12" Tapping Sleeve and Valve (City Performed)	1	EA	$ 20,362.00	$ 20,362.00
34	33 14 25	3314.354	20" x 12" Tapping Sleeve and Valve (City Performed)	1	EA	$ 48,462.00	$ 48,462.00
35	33 14 25	3314.392	8" Water Main Connection with Shutdown	8	EA	$ 5,068.00	$ 40,544.00
36	33 14 25	3314.393	12" Water Main Connection with Shutdown	6	EA	$ 5,454.00	$ 32,724.00
37	33 14 25	3314.394	16" Water Main Connection with Shutdown	2	EA	$ 6,820.00	$ 13,640.00
38	34 71 13	3471.001	Fire Hydrant Assembly*	10	EA	$ 11,126.00	$ 111,260.00
39	34 71 13	3471.001	Traffic Control	8	MO	$ 3,630.00	$ 29,040.00
40	02 41 14	0241.029	Remove 6" Utility Line	1913	LF	$ 26.00	$ 49,738.00
41	02 41 14	0241.030	Remove 8" Utility Line	8880	LF	$ 26.00	$ 230,880.00
42	02 41 14	0241.032	Remove 12" Utility Line	1230	LF	$ 26.00	$ 31,980.00
43	02 41 14	0241.035	Remove 16" Utility Line	186	LF	$ 26.00	$ 4,836.00
44	02 41 14	0241.037	Remove 20" Utility Line	406	LF	$ 26.00	$ 10,556.00
45	02 41 14	0241.010	Grout Fill 6" Utility Line	54	LF	$ 9.00	$ 486.00
46	02 41 14	0241.011	Grout Fill 8" Utility Line	244	LF	$ 9.00	$ 2,196.00
47	02 41 14	0241.012	Grout Fill 10" Utility Line	213	LF	$ 13.00	$ 2,769.00
48	02 41 14	0241.013	Grout Fill 12" Utility Line	690	LF	$ 15.00	$ 10,350.00
49	02 41 14	0241.016	Grout Fill 16" Utility Line	2102	LF	$ 17.00	$ 35,734.00
50	02 41 14	0241.056	Remove 6" Water Valve	2	EA	$ 302.00	$ 604.00
51	02 41 14	0241.057	Remove 8" Water Valve	8	EA	$ 302.00	$ 2,416.00
52	02 41 14	0241.059	Remove 12" Water Valve	7	EA	$ 302.00	$ 2,114.00
53	02 41 14	0241.063	Remove 20" Water Valve	1	EA	$ 605.00	$ 605.00
54	02 41 14	0241.094	Remove Fire Hydrant	16	EA	$ 605.00	$ 9,680.00
55	02 41 14	0241.095	Remove Small Water Meter	14	EA	$ 605.00	$ 8,470.00
56	02 41 14	0241.096	Remove Concrete Water Vault	2	EA	$ 605.00	$ 1,210.00
ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE							
19	33 05 07	3305.100	16" DIP Water Carrier Pipe*	160	LF	$ 814.00	$ 130,240.00
19a	33 05 15, 33 14 14	3305.110	20" HDPE Water Carrier Pipe	160	LF		$ -
ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE							
20	33 05 07	3314.014	16" DIP Water Pipe*	505	LF	$ 778.00	$ 392,890.00
20a	33 05 15, 33 14 14	3314.222	20" HDPE Pressure Pipe, Water	505	LF		$ -
						TOTAL BID AMOUNT (Unit I):	**$ 9,333,381.00**

Item No.	COD Specification	Description Number	Description of work	BID QTY	UOM	Unit Price	Extended Price
Unit II - WASTEWATER IMPROVEMENTS							
57	32 01 29	3201.013	Concrete Paving Repair for Utility Trench*	1305	SY	$ 430.00	$ 561,150.00
58	32 01 17	3201.007	Flexible Paving Repair for Utility Trench*	777	SY	$ 120.00	$ 93,240.00
59	32 12 16	3216.005	4" Concrete Sidewalk*	74	SY	$ 280.00	$ 20,720.00
60	32 93 00	3293.015	Topsoil	230	SY	$ 152.00	$ 34,960.00
61	32 93 00	3293.016	Seeding	2484	SY	$ 2.00	$ 4,968.00
62	32 93 00	3293.017	Sodding	2558	SY	$ 13.00	$ 33,254.00
63	33 05 05	3305.021	Trench Safety	3711	LF	$ 5.00	$ 18,555.00
64	33 05 07	3305.028	18" Casing by Other Than Open Cut*	177	LF	$ 702.00	$ 124,254.00
65	33 05 07	3305.029	24" Casing by by Other Than Open Cut*	1099	LF	$ 1,110.00	$ 1,219,890.00
66	33 05 07	3305.031	48" Casing or TLP by by Other Than Open Cut*	675	LF	$ 2,735.00	$ 1,846,125.00
67	33 05 15, 33 14 11, 33 31 14	3305.046	8" PVC Sanitary Sewer Carrier Pipe	177	LF	$ 476.00	$ 84,252.00
68	33 05 15, 33 14 11, 33 31 14	3305.047	10" PVC Sanitary Sewer Carrier Pipe	533	LF	$ 518.00	$ 276,094.00
69	33 05 15, 33 31 14	3305.049	15" PVC Sanitary Sewer Carrier Pipe	566	LF	$ 680.00	$ 384,880.00
70	33 05 15, 33 31 14	3305.051	21" PVC Sanitary Sewer Carrier Pipe	675	LF	$ 925.00	$ 624,375.00
71	33 05 76	3305.126	4' Concrete Manhole	25	EA	$ 27,150.00	$ 678,750.00
72	33 05 61, 33 05 62	3305.127	4' Drop Concrete Manhole	2	EA	$ 31,900.00	$ 63,800.00
73	33 05 76	3305.128	5' Concrete Manhole	4	EA	$ 44,375.00	$ 177,500.00
74	33 05 61, 33 05 62	3305.129	5' Drop Concrete Manhole	3	EA	$ 36,890.00	$ 110,670.00
75	33 05 61, 33 05 62	3305.132	4' Extra Depth Concrete Manhole	55	VF	$ 1,850.00	$ 101,935.00
76	33 05 61, 33 05 62	3305.133	5' Extra Depth Concrete Manhole	64	VF	$ 2,190.00	$ 140,160.00
77	33 31 14	3331.045	8" PVC Gravity Sewer Pipe	275	LF	$ 198.00	$ 54,450.00
78	32 31 14	3331.049	10" PVC Gravity Sewer Pipe	1481	LF	$ 218.00	$ 322,858.00
79	33 31 14	3331.057	15" PVC Gravity Sewer Pipe	446	LF	$ 345.00	$ 153,870.00
80	33 31 14	3331.065	21" PVC Gravity Sewer Pipe	110	LF	$ 510.00	$ 56,100.00
81	33 31 14	3331.073	8" PVC Gravity Sewer Pressure Pipe	1348	LF	$ 198.00	$ 266,904.00
82	33 31 14	3331.077	10" PVC Gravity Sewer Pressure Pipe	51	LF	$ 218.00	$ 11,118.00
83	33 31 14	3331.089	6" Sewer Service	10	EA	$ 7,242.00	$ 72,420.00
84	02 41 14	0241.029	Remove 6" Utility Line	94	LF	$ 26.00	$ 2,444.00
85	02 41 14	0241.030	Remove 8" Utility Line	1883	LF	$ 26.00	$ 48,958.00
86	02 41 14	0241.031	Remove 10" Utility Line	4026	EA	$ 26.00	$ 104,676.00
87	02 41 14	0241.032	Remove 12" Utility Line	134	EA	$ 26.00	$ 3,484.00
88	02 41 14	0241.034	Remove 15" Utility Line	755	EA	$ 26.00	$ 19,630.00
89	02 41 14	0241.012	Grout Fill 10" Utility Line	927	EA	$ 12.00	$ 11,124.00
90	02 41 14	0241.015	Grout Fill 15" Utility Line	2185	EA	$ 24.00	$ 52,440.00
91	02 41 14	0241.047	Abandon 4' Utility Manhole	2	EA	$ 12,832.00	$ 25,664.00
92	02 41 14	0241.050	Remove 4' Utility Manhole	27	EA	$ 2,412.00	$ 65,124.00
						TOTAL BID AMOUNT (Unit II):	**$ 7,870,796.00**
						TOTAL PROJECT BID AMOUNT (Units I & II):	**$ 17,204,177.00**

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 23 CFR 635.410 as amended.

END BID ITEMS

IH-35 Utility Relocations (IH-35E/W Split to US-380) **Oscar Renda Contracting Inc.**

IFB: 7968-004

DocuSign Envelope ID: D2FADBB0-6CE1-40B2-863C-E19837FB245E

"General Decision Number: TX20230025 01/06/2023

Superseded General Decision Number: TX20220025

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

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http://www.dol.gov/whd/govcontracts.

Modification Number | Publication Date
0 | 01/06/2023

SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures)	$ 14.12 **	
ELECTRICIAN	$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 13.16 **	
Structures	$ 13.84 **	
LABORER		
Asphalt Raker	$ 12.69 **	
Flagger	$ 10.06 **	
Laborer, Common	$ 10.72 **	
Laborer, Utility	$ 12.32 **	
Pipelayer	$ 13.24 **	
Work Zone Barricade Servicer	$ 11.68 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 15.32 **	
Asphalt Paving Machine	$ 13.99 **	
Broom or Sweeper	$ 11.74 **	
Concrete Pavement Finishing Machine	$ 16.05 **	
Concrete Saw	$ 14.48 **	
Crane Operator, Lattice Boom 80 Tons or Less	$ 17.27	
Crane Operator, Lattice Boom over 80 Tons	$ 20.52	
Crane, Hydraulic 80 Tons or Less	$ 18.12	
Crawler Tractor	$ 14.07 **	
Excavator, 50,000 pounds or less	$ 17.19	
Excavator, over 50,000 pounds	$ 16.99	
Foundation Drill , Truck Mounted	$ 21.07	
Foundation Drill, Crawler Mounted	$ 17.99	
Front End Loader 3 CY or Less	$ 13.69 **	
Front End Loader, over 3 CY	$ 14.72 **	
Loader/Backhoe	$ 15.18 **	
Mechanic	$ 17.68	
Milling Machine	$ 14.32 **	
Motor Grader, Fine Grade	$ 17.19	
Motor Grader, Rough	$ 16.02 **	
Pavement Marking Machine	$ 13.63 **	
Reclaimer/Pulverizer	$ 11.01 **	
Roller, Asphalt	$ 13.08 **	
Roller, Other	$ 11.51 **	
Scraper	$ 12.96 **	
Small Slipform Machine	$ 15.96 **	
Spreader Box	$ 14.73 **	

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Servicer.....$ 14.58 **

Steel Worker (Reinforcing).....$ 16.18 **

TRUCK DRIVER
Lowboy-Float.....$ 16.24
Off Road Hauler.....$ 12.25 **
Single Axle.....$ 12.31 **
Single or Tandem Axle Dump Truck.....$ 12.62 **
Tandem Axle Tractor with Semi Trailer.....$ 12.86 **
Transit-Mix.....$ 14.14 **

WELDER.....$ 14.84 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

DocuSign Envelope ID: D2FADBB0-6CE1-40B2-863C-E19837FB245E

"General Decision Number: TX20230018 04/14/2023

Superseded General Decision Number: TX20220018

State: Texas

Construction Type: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling Where the Tunnel is 48"" or Less in Diameter)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

DocuSign Envelope ID: D2FADBB0-6CE1-40B2-863C-E19837FB245E

0	01/06/2023
1	04/14/2023

* PLUM0100-002 11/01/2022

	Rates	Fringes
Plumbers and Pipefitters	$ 35.73	13.07

* SUTX1991-004 09/23/1991

	Rates	Fringes
Laborers:		
Common	$ 7.25 **	
Utility	$ 7.467 **	
Pipelayer	$ 7.828 **	
Power equipment operators:		
Backhoe	$ 10.804 **	
Crane	$ 10.942 **	
Front End Loader	$ 9.163 **	
Tunneling Machine (48"" or less)	$ 9.163 **	
TRUCK DRIVER	$ 8.528 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

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negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

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SECTION 00 45 26

CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW

Pursuant to Texas Labor Code Section 406.096(a), as amended, Contractor certifies that it provides worker's compensation insurance coverage for all of its employees employed on *IH-35 Utility Relocations (from IH-35E/W Split to US-380)*. Contractor further certifies that, pursuant to Texas Labor Code, Section 406.096(b), as amended, it will provide to City its subcontractor's certificates of compliance with worker's compensation coverage.

CONTRACTOR:

Oscar Renda Contracting Inc.
Company

By: *Jon Dorma*
(Please Print)

1100 Kubota Dr.
Address

Signature: _____

Grapevine, TX 76051
City/State/Zip

Title: *Vice President of Preconstruction Services*
(Please Print)

THE STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared *Jon Dorma*, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of *Vice President of Preconstruction Services* for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of July, 2023

JANIE RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 04-26-2026
Notary ID 125619669

_____
Notary Public in and for the State of Texas

END OF SECTION

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract or in other Contract Documents, the terms listed below have the meanings indicated which are applicable to both the singular and plural thereof, and words denoting gender shall include the masculine, feminine and neuter. When used in a context consistent with the definition of a listed-defined term, the term shall have a meaning as defined below whether capitalized or italicized or otherwise. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument titled "Agreement", "Agreement – CSP", or "Agreement – Unit Price Bid" executed by the City and Contractor for the Work, setting forth the name of the Project, Contract Price, Contract Time and the items included in the Contract.

3. *Application for Payment*—The form acceptable to City which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Award*—Authorization by the City Council for the City to enter into an Agreement.

6. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. The term "Bid" shall be defined to include the term "Proposal" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

7. *Bidder*—The individual or entity that submits a Bid directly to City. The term "Bidder" shall be defined to include the terms "Proposer" or "Offeror" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

8. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda). The term "Bidding Documents" shall be defined to include the terms "Proposal Documents" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

9. *Bidding Requirements*—The Advertisement or Invitation to Bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments. The term "Bidding Requirements" shall be defined to include the terms "Proposal Requirements" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid and will include the Request for Proposal or Invitation to Offerors, Instructions to Offerors, Offerors Bond or other Proposal security, if any, the Proposal Form, and the Proposal with any attachments.

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10. *Business Day*—A day that the City conducts normal business, generally Monday through Friday, except for federal or state holidays observed by the City.
11. *Calendar Day*—A day consisting of 24 hours measured from midnight to the next midnight.
12. *Change Order*—A document which is prepared by the Contractor or City, approved by the City, and signed by Contractor and City, authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.
13. *City*—The City of Denton is, a Texas home-rule municipal corporation acting by its City Council through its City Manager or his or her designee.
14. *City Attorney*—The officially appointed City Attorney of the City of Denton or his or her designee.
15. *City Council*—The duly elected and qualified governing body of the City of Denton.
16. *City Manager*—The officially appointed authorized City Manager of the City of Denton.
17. *Contract*—The entire and integrated set of written instruments between the City and Contractor concerning the Work comprised of the Agreement and all Contract Documents, which written instruments supersede all prior negotiations, representations, or agreements, whether written or oral, concerning the Work.
18. *Contract Claim*—A demand or assertion by City or Contractor seeking an adjustment of Contract Price or Contract Time, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Contract Claim.
19. *Contract Documents*—Those items so designated as "Contract Documents." in the Agreement at Paragraph 5.1.A. Approved Submittals, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
20. *Contract Price*—The moneys payable by City to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 12.03 in the case of Unit Price Work). The Contract Price does not include any "Incentive", if applicable.
21. *Contract Time*—The number of days or the dates stated in the Agreement to: (a) achieve Milestones, if any and (bb) complete the Work so that it is ready for Final Acceptance.
22. *Contractor*—The individual or entity with whom City has entered into the Agreement.
23. *Cost of the Work*—See Paragraph 12.01 of these General Conditions for definition.
24. *Damage Claims*—A demand for money or services arising from the Project or Site from a third party, City or Contractor exclusive of a Contract Claim.
25. *Day* or day—A day, unless otherwise defined, shall mean a Calendar Day.
26. *Drawings*—The part of the Contract Documents prepared or approved by an Engineer that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Submittals, as defined, are not considered Drawings as so defined here.

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27. *Effective Date of the Agreement*—The date, indicated in the Agreement, on which it becomes effective,, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the City.
28. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, text, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
29. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by the Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
30. *Engineer*—The licensed professional engineer or engineering firm registered in the State of Texas performing professional services for the City.
31. *Extra Work*—Additional work made necessary by City-approved changes or alterations to the Contract Documents. Extra Work shall be part of the Work.
32. *Field Order*—A written directive issued by City that requires changes in the Work but does not involve a change to the Contract Price, Contract Time, or Drawings, Plan, or Shop Drawings.
33. *Final Acceptance*—The written notice given by the City to the Contractor that the Work specified in the Contract Documents has been completed to the satisfaction of the City.
34. *Final Inspection*—The inspection performed by the City to determine whether the Contractor has completed each and every part or appurtenance of the Work fully, entirely, and in conformance with the Contract Documents.
35. *General Requirements*—Sections of The information set forth in "Division 101 – General Requirements" of the Standard Construction Specification Documents.
36. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, P C B s, Petroleum, Hazardous Waste, Radioactive Material, or any other substance, product, waste or materials, in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
37. *Hazardous Waste*—Any solid waste listed as hazardous or which possesses one or more hazardous characteristics as defined in applicable Laws and Regulations.
38. *Incidental or incidental*—Work items that the Contractor is not paid for directly, but costs for which are included under the various bid items of the Project.
39. *Laws and Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all

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governmental bodies, agencies, authorities, and courts having jurisdiction over the Site or any portion or part of the Work to be performed.

40. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
41. *Major Item*—An item of work included in the Contract Documents that has a total cost equal to or greater than 5% of the original Contract Price.
42. *Milestone*—A principal event specified in the Contract Documents relating to the performance of an identified portion of the Work by an intermediate Contract Time prior to Final Acceptance of the Work.
43. *Notice of Award*—The written notice by City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed in such notice, City will sign and deliver the Agreement.
44. *Notice to Proceed*—A written notice given by City to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work specified in Contract Documents.
45. *PCBs*—Polychlorinated biphenyls.
46. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), and including but not limited to oil, fuel oil, oil sludge, oil refuse, gasoline, diesel fuel, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
47. *Plans*—This term will have the same definition of as “Drawings”.
48. *Project* —The Work to be performed under the Contract.
49. *Project Manager*—The authorized representative of the City who will be assigned to the Project.
50. *Project Manual*—The documentary information prepared for bidding or proposing and furnishing the Work.
51. *Project Schedule*—A schedule, prepared and maintained by Contractor, in accordance with the General Requirements, describing the sequence and duration of the activities comprising Contractor’s plan to achieve each Milestone and accomplish the Work within the Contract Time.
52. *Public Meeting*—An announced meeting conducted by the City to facilitate public participation and to assist the public in gaining an informed view of the Project.
53. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
54. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements toto support scheduled performance of related construction activities.

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55. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

56. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

57. *Site*—Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way, permits, and easements for access thereto, and such other lands furnished by City which are designated for the use of Contractor.

58. *Specifications* or *Technical Specifications* —The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work. Specifications may be specifically made a part of the Contract Documents by attachment or, if not attached, may be incorporated by reference as indicated in the Table of Contents (Section 00 00 00) of the Project.

59. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

60. *Submittal*—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to the City to illustrate some portion of the Work.

61. *Subsidiary or subsidiary—These terms will have the same* definition as "Incidental. or incidental".

62. *Successful Bidder*—The Bidder to whom City issues a Notice of Award. The term "Bidder" shall be defined to include the terms "Proposer" or "Offeror" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid and is the Proposer or Offeror submitting the proposal or offer that provides the best value to the City and to whom the City issues a Notice of Award.

63. *Superintendent*—The representative of the Contractor who is available at all times and able to receive instructions from the City and to act for the Contractor.

64. *Supplementary Conditions*—The part of the Contract set forth at Division 00 73 00 that amends or supplements these General Conditions.

65. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

66. *Underground Facilities*—All underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid

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petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

67. *Unit Price Work*—Work for which the Contract Price is determined by multiplying the unit price for the item by the estimated quantity of the item.

68. *Weekend Working Hours*—Those hours between 8:00 a.m. and 8:30 p.m. on Saturday, and between 1:00 p.m. and 8:30 p.m. on Sunday or on a federal or state holiday observed by the City, as approved in advance by the City for performing Work.

69. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction including any Change Order or Field Order,, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

70. *Working Day*—Defined as a Business Day but excluding any days that weather or other conditions beyond the reasonable control of the Contractor prevents the performance of the principal unit of work underway for a continuous period of not less than 7 hours between 7:00 a.m. and 8:00 p.m.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:* The Contract includes the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of judgment by CityCity. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of City as to the Work. It is intended that such exercise of judgment, action, or determination will be to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise).

C. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents; or

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to City’s written notice of Final Acceptance.

D. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

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2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to execute, carry out, furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

E. Unless stated otherwise in the Contract, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. Performance and Payment Bonds: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City the performance bond , payment bond and maintenance bond that comply with the provisions of Chapter 2253 of the Texas Government Code. Work will not be allowed to begin until the performance and payment bonds have been provided by the Contractor to the City.

B. Evidence of Contractor's Insurance: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6. Work will not be allowed to begin until the evidence of insurance has been provided by the Contractor to the City.

2.02 *Copies of Documents*

A. City shall furnish to Contractor one (1) original executed copy and one (1) electronic copy of the Contract, and three (3) additional copies of the Drawings. Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 *Before Starting Construction*

Baseline starting Work, Contractor shall submit for review by City the following in accordance with the Contract Documents:

A. Baseline Schedules in accordance with General Requirements, Section 01 32 16.

B. Preliminary Schedule of Submittals.

C. Preliminary Schedule of Values: For lump sum contracts, a Schedule of Values for all of the Work that includes quantities and prices of items that when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

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2.04 *Preconstruction Meeting*

A. Before any Work at the Site is started, the Contractor shall attend a Preconstruction Meeting as specified in Section 01 31 19.

2.05 *Public Meeting*

A. Contractor may not mobilize any equipment, materials, or resources to the Site prior to Contractor attending the Public Meeting as scheduled by the City.

2.06 *Initial Acceptance of Schedules*

A. No progress payment shall be made to Contractor until acceptable Project Schedules are submitted to City in accordance with the Contract Documents.

2.07 *Electronic Submittals and Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the City and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then City and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to City.

C. City will issue clarifications and interpretations of the Contract Documents as provided herein.

D. The Specifications may vary in form, forma and style. Some Specification sections may be written in varying degrees of streamlined or declarative style, and some sections may be relatively narrative by comparison. Omission of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making Contract Claims or Damage Claims.

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E. The cross-referencing of Specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each Specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross-referencing provided and shall be responsible to coordinate the entire Work under the Contract Documents and provide a complete Project whether or not cross-referencing is provided in each section or whether the cross-referencing is complete or accurate.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of CityCity, Contractor, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to City or any of its officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements, and conditions. Contractor shall promptly report in writing to City any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from City before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to City in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.1717) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by City, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to City for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

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B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier; or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

2. In case of discrepancies, figured dimensions shall govern over scaled dimensions, Drawings shall govern over Specifications, and Supplementary Conditions shall govern over General Conditions and Specifications.

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor shall submit to the City in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. City will be the interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. City will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. City's written clarification, interpretation, or decision will be final and binding on Contractor, unless Contractor appeals by filing a Contract Claim.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of CityCity and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without City's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Time; Notice to Proceed*

A. The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Time commences to run. No Work may be done at the Site prior to the date on which the Contract Time commences to run.

4.03 *Delays in Contractor's Progress*

A. If Contractor is delayed, City shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project. The City shall be liable only to the extent allowed by the provisions of the Contract and as allowed by Subchapter I, Chapter 271 of the Texas Local Government Code.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Time for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. The Contractor shall receive no compensation for delays or hindrances to the Work, except when direct and unavoidable extra cost to the Contractor is caused by the failure of the City to provide information or material, if any, that the Contract specifies is to be furnished by the City.

D. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of City, Contractor, and those for whom they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Time. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Paragraph 4.03. D. The Contractor is responsible for the prompt submission of a request for an adjustment to the Contract Time under this Paragraph to the City. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Time under this Paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with City, as contemplated in Article 8); and

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4. Acts of war or terrorism.

E. Contractor's entitlement to an adjustment of Contract Time or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Time is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Time to which Contractor is otherwise entitled.

3. Adjustments of Contract Time or Contract Price are subject to the provisions of Article 11.

F. Each Contractor request or Change Order seeking an increase in Contract Time or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Time claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.08.

6. Contractor shall also furnish such additional supporting documentation as City may require including, where appropriate, a revised Project Schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

G. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from undisclosed Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.03.F and 4.03.G.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. City shall furnish the Site. City shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which

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Contractor must comply in performing the Work. City will be responsible for obtaining any necessary easements for permanent structures or permanent changes in existing facilities.

1. The City has obtained or anticipates acquisition of and/or access to right-of-way, and/or easements. Any outstanding right-of-way and/or easements are anticipated to be acquired in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding right-of-way, and/or easements.

2. Unless otherwise specified in the Contract Documents, the City has or anticipates moving and/or relocating utilities, and obstructions to the Site. Any outstanding movement or relocation of utilities or obstructions is anticipated in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding utilities or obstructions to be moved and/or relocated by others.

B. Upon reasonable written request of Contractor, City shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed.

C. Contractor shall provide for any additional lands and access thereto not included in the Site that may be required for construction facilities or storage of materials and equipment. The cost of such shall be part of the Contract Price.

5.02 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, worker car parking and the operations of workers to the Site, to adjacent areas that Contractor has arranged to use through construction easements or otherwise, and to other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with worker car parking, construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries, including death, and damage to or losses of property sustained by the owners or occupants of any such land or areas; provided that such damage, losses, injuries or deaths arose out of or result from the performance of the Work or arose out of or resulted from any other actions or conduct of the Contractor or those for whom Contractor is responsible.

2. At any time when, in the judgment of the City, the Contractor has obstructed, closed, or is carrying on operations in a portion of a street, right-of-way, or easement greater than is necessary for proper execution of the Work, the City may require the Contractor to reduce the area impacted to only that necessary for proper execution of the Work and/or to finish the section on which operations are in progress before work is commenced on any additional area of the Site.

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3. Construction equipment, spoil materials, supplies, forms, buildings, labs, or equipment and supply storage buildings, or any other item that may be transported by flood flows, shall not be stored within existing federal floodways during the course of the Work.

4. Should any Damage Claim be made by any such owner or occupant adversely impacted because of the performance of the Work, Contractor shall promptly attempt to resolve the Damage Claim.

5. ***PURSUANT TO PARAGRAPH 7.21, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY AND* ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES, *FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH ADVERSELY IMPACTED OWNER OR OCCUPANT AGAINST CITY.***

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Site Maintenance Cleaning*: If 24 hours after written notice is given to the Contractor that the clean-up at the Site is insufficient or occurring in a manner unsatisfactory to the City, the Contractor fails to correct the unsatisfactory condition and/or procedures, the City may take such direct action as the City deems appropriate to correct the clean-up deficiencies cited to the Contractor in the written notice, and the costs of such direct corrective action, plus 25 % of such costs, shall be deducted from the monies due or to become due to the Contractor under the Contract.

D. *Final Site Cleaning*: Prior to Final Acceptance of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by City and any adjacent property owners, if applicable. At the completion of the Work, Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, surplus materials, waste materials, rubbish and other debris and shall restore to original condition or better all areas impacted or disturbed by the Work.

E. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports known to City of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. Those drawings known to City of existing physical conditions at or contiguous to the Site, including those drawings known to City depicting existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities.).

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A.

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Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as technical data.

C. *Reliance by Contractor on Technical Data:* Contractor is provided certain technical data identified in the Supplementary Conditions with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. Contractor may not make any Contract Claim against City, or any of theirits officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness or accuracy of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any "technical data" is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.17), notify City in writing about such condition.

B. Possible Price and Time Adjustments

1. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Time if:
    a. Contractor knew of the existence of such condition at the time Contractor made a final commitment to City with respect to Contract Price and Contract Time by the submission of a Bid or becoming bound under the Contract; or

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b. The existence of such condition reasonably could have been discovered or revealed as a result of the examination of the Contract Documents or the Site; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

C. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Shown or Indicated*: The information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site is based on information and data furnished to City or Engineer by the owners of such Underground Facilities, including City, or by others, unless it is otherwise expressly provided in the Supplementary Conditions::

1. City and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data;

b. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

c. coordination and adjustment of the Work with the owners (including City) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*:

1. If an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings or otherwise indicated in the Contract Documents, or was not shown or indicated on the Drawings or in the Contract Documents with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.17), identify the owner of such Underground Facility and give notice to that owner and to City. Contractor shall be responsible for the safety and protection of such discovered Underground Facility.

2. If City concludes that a change in the Contract Documents is required, a Change Order may be issued to reflect and document such consequences, subject to the provisions of Article 11.

3. Verification of existing utilities, structures, and service lines shall include notification of all utility companies a minimum of 48 hours in advance of construction including exploratory excavation if necessary.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to City relating to Hazardous Environmental Conditions that have been identified at the Site; or

2. drawings known to City relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Reliance by Contractor on Technical Data:* Contractor is provided certain technical data identified in the Supplementary Conditions with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. Contractor may not make any Contract Claim against City, or any of its officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness or accuracy of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

C. Contractor shall not be responsible for a Hazardous Environmental Condition uncovered or revealed at the Site if such Hazardous Environmental Condition was not shown or indicated in Drawings or Specifications or identified if the removal or remediation of such Hazardous Environmental Condition was not identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created by the actions of or with any materials brought to the Site by Contractor, Subcontractors, Suppliers or anyone else for whom Contractor is responsible and the costs associated with the same.

D. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.17); and (3) notify City (and promptly thereafter confirm such notice in writing). City may consider the necessity to retain a qualified expert to evaluate such condition or take corrective action, if any.

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E. Contractor shall not be required to resume Work in connection with a Hazardous Environmental Condition identified pursuant to Paragraph 5.06.D or in any affected area until after City has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed.

F. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then City may order the portion of the Work that is in the area affected by such condition to be deleted from the Work and the Contract Price. City may have such deleted portion of the Work performed by City's own forces or others.

G. ***TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH 5.06.CityG OBLIGATES CONTRACTOR TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.***

H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Texas to issue bonds or insurance policies for the limits and coverages required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

6.02 *Performance, Payment, and Maintenance Bonds*

A. Contractor shall furnish a performance bond and a payment bond, in accordance with the provisions of the Texas Government Code Chapter 2253 or successor statute and as required by the City, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. The performance and payment bonds must be provided by the Contractor to the City prior to the Contractor beginning any Work.

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B. Contractor shall furnish maintenance bonds in an amount equal to the Contract Price as security to protect the City against any defects in any portion of the Work described in the Contract Documents. Maintenance bonds shall remain in effect for two (2) years after the date of Final Acceptance by the City. The maintenance bond(s) shall be provided as directed by the City as part of the close-out of the Contract and shall be provided prior to the final payment being made.

C. All bonds shall be in the form prescribed by the Contract Documents, except as provided otherwise by Laws and Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, or its right to do business is terminated in the State of Texas, then Contractor shall promptly notify City in writing and shall, within 30 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, City may refuse to allow the Contractor to begin Work, exclude the Contractor from the Site and exercise City's termination rights under Article 15.

F. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.03 *Certificates of Insurance*

A. Contractor shall deliver to City, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance and endorsements (and other evidence of insurance requested by City or any other additional insured) establishing that Contractor has obtained and is maintaining the policies and coverages required by these General Conditions and the Supplementary Conditions prior to beginning any Work.

1. The certificate of insurance shall document the City, and all identified entities named in the Supplementary Conditions as "additional insureds" on all liability policies.

2. The Contractor's general liability insurance shall include a "per project" or "per location" endorsement, that shall be identified in the certificate of insurance provided to the City.

3. The certificate shall be signed by an agent authorized to bind coverage on behalf of the insured, be complete in its entirety, and show complete insurance carrier names as listed in the current A.M. Best Property & Casualty Guide.

4. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A-: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent

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financial strength and solvency to the satisfaction City. If the rating is below that required, written approval of City is required.

5. All applicable policies shall include a Waiver of Subrogation (Rights of Recovery) in favor of the City. In addition, the Contractor agrees to waive all rights of subrogation against the Engineer (if applicable), and each additional insured identified in the Supplementary Conditions

6. Failure of the City to demand such certificates or other evidence of full compliance with the insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such lines of insurance coverage or to provide such certificates or other evidence of full compliance with the insurance requirements.

7. If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.

8. Unless otherwise stated, all required insurance shall be written on the "occurrence basis". If If City agrees in writing that coverage is underwrittenmay be written on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the effective date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the Contract and for three (3) years following Final Acceptance or for the warranty period provided for under the Contract Documents or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence such insurance coverage.

9. Policies shall have no exclusions by endorsements that either nullify or amend the required lines of coverage, nor or decrease the limits of said coverage unless such endorsements are approved in writing by the City. In the event a Notice of an Award has been issued or the Agreement executed, and the policy exclusions are determined to be unacceptable or the City desires that the Contractor obtain additional insurance coverage the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.

10. For any proposed self-insured retention (SIR),) in excess of $25,000.00, affecting insurance coverage, Contractor must obtain the written approval of the City in regard to asset value and stockholders' equity. In lieu of traditional insurance, proposed alternative coverage maintained through insurance pools or, risk retention groups, or self-funding will also require the written approval of the City.

11. Any deductible in excess of $5,000.00, for any policy that does not provide coverage on a first-dollar basis must be acceptable to and approved in writing by the City.

12. City, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and limits when deemed necessary and prudent by the City based upon the scope of the Work, changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to the City. The City will provide prior notice of 90 days and the insurance adjustments shall be incorporated into the Work by Change Order.

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13. City shall be entitled, upon written request to Contractor and without expense to City, to receive copies of policies and endorsements thereto and. City may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions necessary to conform the policy and endorsements to the requirements of the Contract. Deletions, revisions, or modifications shall not be required where policy provisions are established by law or regulations binding upon either party or the underwriter on any such policies.

14. City shall not be responsible for the direct payment of insurance premium costs for Contractor's insurance.

6.04 *Contractor's Insurance*

A. *Workers Compensation and Employers' Liability*: Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of employees.

B. *Commercial General Liability*. Coverage shall include but not be limited to covering liability (bodily injury, including death, or property damage) arising from: premises/operations, independent contractors, products/completed operations, personal injury including death, liability under an insured contract, and explosion/collapse/underground (where those exposures exist). Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City. The Commercial General Liability policy shall have no exclusions by endorsements that would alter or nullify premises/operations, products/completed operations, contractual, personal injury, or advertising injury, that are normally contained with the policy, unless the City approves such exclusions in writing.

For construction projects that present a substantial completed operation exposure, the City may require the Contractor to maintain completed operations coverage for a minimum of no less than three (3) years following the completion of the project (if identified in the Supplementary Conditions)).

C. *Automobile Liability.* A commercial business auto policy shall provide coverage on "any auto", defined as autos owned, hired and non-owned and provide indemnity for claims for damages because of bodily injury or death of any person and/or property damage arising out of or related to the work, maintenance or use of any motor vehicle by the Contractor, any

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Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

D. *Railroad Protective Liability.* If any of the Work or any warranty work is within the limits of railroad right-of-way, the Contractor shall comply with the requirements identified in the Supplementary Conditions.

E. *Notification of Policy Cancellation:* Contractor shall immediately notify City upon cancellation or other loss of insurance coverage. Contractor shall stop Work until replacement insurance has been procured. There shall be no time credit for delays or days not worked pursuant to this section.

6.05 *Acceptance of Bonds and Insurance; Option to Replace*

A. If City has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the Contractor in accordance with Article 6 or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, the City shall so notify the Contractor in writing within 10 Business Days after receipt of the certificates (or other evidence requested). Contractor shall provide to the City such additional information in respect of insurance provided as the City may reasonably request. If Contractor does not purchase or maintain all of the bonds and insurance required by the Contract Documents, the City shall notify the Contractor in writing of such failure prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Such failure to provide bonds or insurance as required by the Contract Documents is a breach of the terms of the Contract and the City may terminate the Contractor in accordance with the provisions of the Contract Documents.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not City-delegated professional design services under this Contract, and neither City nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall identify and assign a competent superintendent, who is proficient in English, and who shall not be replaced without written

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notice to City of the name of the replacement superintendent. If at any time the superintendent is not satisfactory to the City, Contractor shall, if requested by City, replace the superintendent with another satisfactory to City.

C. Contractor shall notify the City 24 hours prior to moving areas during the sequence of construction.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to City for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours on Business Days. Contractor will not permit the performance of Work outside of regular working hours on Business Days without City's prior written consent (which will not be unreasonably withheld)). Contractor's written request (by letter or electronic communication) for City's written consent must be made as follows:

1. for Work beyond regular working hours on Business Days, request must be made by noon at least two (2) Business Days prior;

2. for Work during Weekend Working Hours, request must be made by noon of the preceding Wednesday; and

3. for Work on state or federal holidays observed by the City, request must be made sufficiently in advance of the holiday, to satisfy requirements for City Council approval.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, Contractor required testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of sufficient quality to complete the Work, and must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of City. If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment to be incorporated into the Work shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with

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instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

D. All items of standard equipment to be incorporated into the Work shall be the latest model at the time of bid, unless otherwise specified.

7.05 *Project Schedule*

A. Contractor shall adhere to the Project Schedule established in accordance with Paragraph 2.06 and the General Requirements as it may be adjusted from time to time as provided below.

1. Contractor shall submit to the City for acceptance (to the extent indicated in Paragraph 2.06 and the General Requirements) proposed adjustments in the Project Schedule that will not result in changing the Contract Time. Such adjustments must comply with any provisions of the General Requirements applicable thereto.

2. Contractor shall submit to City a monthly Project Schedule with a monthly progress payment request for the duration of the Contract in accordance with the Construction Progress Schedule, General Requirements 01 32 16.

3. Proposed adjustments in the Project Schedule that will change the Contract Time shall be submitted in accordance with the requirements of Article 11. Adjustments in Contract Time may only be made by a Change Order.

7.06 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that City permit the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If City in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by City as an "or equal" item. For the purposes of this Paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. the City determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to City.

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b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the City or increase in Contract Time; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *City's Evaluation and Determination*: City will be allowed a reasonable time to evaluate each "or-equal" request. City may require Contractor to furnish additional data about the proposed "or-equal" item. City will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until City's review is complete and City determines that the proposed item is an "or-equal." City." City will advise Contractor in writing of its determination.

D. *Effect of City's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The City's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If City determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that City consider the item a proposed substitution pursuant to Paragraph 7.07.

7.07 *Substitutions*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that City permit the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related Work at the Site.

1. Contractor shall submit sufficient information as provided below to allow City to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitution therefor. City will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by City will be as set forth in Paragraph 7.07.B, as supplemented by the Specifications, and as City may decide is appropriate under the circumstances.

3. Contractor shall make written application to City for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application shall comply with Section 01 25 00 and:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be substantially similar in substance to the item specified; and

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3) be well-suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will adversely impact Contractor's achievement of Final Acceptance on or before the Contract Time;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and Damage Claims of other contractors affected by any resulting change.

B. *City's Evaluation and Determination*: City will be allowed a reasonable time to evaluate each substitution request. City may require Contractor to furnish additional data about the proposed substitute item. City will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until City's review is complete and City determines that the proposed item is an acceptable substitution. City's approval determination will be evidenced by a Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Time. City will advise Contractor in writing of any denial determination.

C. *Special Guarantee*: City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitution. ***Contractor shall indemnify and hold harmless City and its officers, elected and appointed officials, employees, agents, consultants and subcontractors and anyone directly or indirectly employed by them from and against any and all claims, damages, losses and expenses (including attorney's fees) arising out of or relateds to the use of substituted materials or equipment.***

D. *Reimbursement of City's Cost*: City will record City's costs in evaluating a substitution proposed or submitted by Contractor. Whether or not City approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse City for evaluating each such proposed substitute. Contractor shall also reimburse City for the charges for making changes in the Contract Documents (or in the provisions of any other direct contract with City) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

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F. *City Substitution Reimbursement*: Cost savings attributable to acceptance of a substitution shall be paid to City by Contractor by an appropriate Change Order decreasing the Contract Price.

G. *Effect of City's Determination*: If City approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The City's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.07.D, by timely submittal of a Change Order.

7.08 *Concerning Subcontractors and Suppliers*

A. Contractor shall perform with its own organization, and with the assistance of workmen under its immediate superintendence, work of a value not less than 35% of the Contract Price, unless otherwise approved by the City.

B. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom City may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection, except as provided in Paragraph 7.08.C. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to City to perform and complete the Work in accordance with the Contract.

C. The City may require the use of specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work , and will provide such requirements in the Supplementary Conditions.

D. Contractor shall provide to City as part of the Bid, the identity of all proposed Subcontractors and Suppliers. Such proposed Subcontractor or Supplier shall be deemed acceptable to City unless City raises a substantive, reasonable objection prior to execution of the Agreement.

E. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between City and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of City to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

F. No acceptance by City of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of City to the completion of the Work in accordance with the Contract Documents, Contract Price and Contract Time.

G. Contractor shall be solely responsible for scheduling and coordinating the tasks of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

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H. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of City. Contractor must comply with all applicable federal, state, and local laws, statutes, ordinances or regulations, including but not limited to immigration laws, workers compensation laws and wage laws, in the hiring of any Subcontractor or Supplier and shall ensure that each Subcontractor or Supplier has the same obligations.

I. Contractor shall restrict all Subcontractors and Suppliers from communicating with City, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.09 *Wage Rates*

A. *Duty to pay Prevailing Wage Rates*: The Contractor shall comply with all requirements of Chapter 2258, Texas Government Code (as amended), including the payment of not less than the rates determined by the City Council of the City of Denton to be the prevailing wage rates in accordance with Chapter 2258. The then current prevailing wage rates at the time of execution of the Agreement are included in these Contract Documents.

B. *Penalty for Violation*: A Contractor or any Subcontractor who does not pay the prevailing wage shall, upon demand made by the City, pay to the City $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the prevailing wage rates stipulated in these contract documents. This penalty shall be retained by the City to offset its administrative costs, pursuant to Texas Government Code Section 2258.023.

C. *Complaints of Violations and City Determination of Good Cause*: On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023, Texas Government Code, by a Contractor or Subcontractor, the City shall make an initial determination, before the 31st day after the date the City receives the information, as to whether good cause exists to believe that the violation occurred. The City shall notify in writing the Contractor or Subcontractor and any affected worker of its initial determination. Upon the City's determination that there is good cause to believe the Contractor or Subcontractor has violated Chapter 2258, the City shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage rates, such amounts being retained from successive progress payments pending a final determination of the violation.

D. *Arbitration Required if Violation Not Resolved*: An issue relating to an alleged violation of Section 2258.023, Texas Government Code, including a penalty owed to the City or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the Contractor or Subcontractor and any affected worker does not resolve the issue by agreement before the 15th day after the date the City makes its initial determination pursuant to Paragraph 7.09.C. If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required, a district court shall appoint an arbitrator on the petition of any of the persons. The City is not a party in the arbitration. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

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E. *Records to be Maintained*: The Contractor and each Subcontractor shall, for a period of three (3) years following the date of Final Acceptance, maintain records that show (i) the name and occupation of each worker employed by the Contractor in the construction of the Work provided for in this Contract; and (ii) the actual per diem wages paid to each worker. The records shall be available in Denton County, Texas at all reasonable hours for inspection by the City. The provisions of Paragraph 7.23, Right to Audit, shall pertain to this inspection.

F. *Progress Payments*: With each progress payment request or payroll period, whichever is less, the Contractor shall submit an affidavit stating that the Contractor has complied with the requirements of Chapter 2258, Texas Government Code.

G. *Posting of Wage Rates*: The Contractor shall post prevailing wage rates in a conspicuous place at the Site at all times.

H. *Subcontractor Compliance*: The Contractor shall include in its subcontracts and/or shall otherwise require all of its Subcontractors to comply with Paragraphs 7.09.A through 7.09.G.

7.10 *Patent Fees and Royalties*

A. Contractor shall pay all patent or license fees and royalties and pay all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any patent or license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents. Failure of the City to disclose such information does not relieve the Contractor from its obligations to pay said fees or, royalties or costs to others.

B. ***TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE.***

7.11 *Permits and Utilities*

A. *Contractor obtained permits and licenses.* Unless otherwise expressly provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. City shall provide reasonable assistance to Contractor, if necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work applicable at the time the Notice of Award is issued, except for permits provided by the City as specified in Paragraph 7.11.B. City shall pay the charges of utility service providers for connections for providing permanent service to the Work.

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B. *City obtained permits and licenses.* City will obtain and pay for those permits and licenses identified as City's responsibility in the Supplementary Conditions or Contract Documents. It will be the Contractor's responsibility to comply with and carry out the provisions of the permit. If the Contractor initiates changes to the Contract and the City approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agency. relating to the changes. The City will not reimburse the Contractor for any cost associated with the requirements of any City acquired permit. The following are permits the City will obtain if required:

1. Texas Department of Transportation Permits
2. U.S. Army Corps of Engineers Permits
3. Texas Commission on Environmental Quality Permits
4. Railroad Company Permits
5. Texas Department of Licensing and Regulation (TDLR) Permits

C. *Outstanding permits and licenses.* Any outstanding permits and licenses are anticipated to be acquired in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding permits and licenses.

7.12 *Taxes*

A. On issuance of a Notice of Award by the City, an organization which qualifying for exemption pursuant to Texas Tax Code, Subchapter H (as amended), the Contractor may purchase, rent or lease all materials, supplies and equipment used or consumed in the performance of this contract by issuing to hisits Supplier an exemption certificate in lieu of the tax, said exemption certificate to comply with State Comptroller's Rulings applicable to Texas Tax Code, Subchapter H. Any such exemption certificate issued to the Contractor in lieu of the tax shall be subject to and shall comply with all applicable rulings pertaining to the Texas Tax Code, Subchapter H.

B. Texas tax permits and information may be obtained from:

1. Comptroller of Public Accounts
   Sales Tax Division
   Capitol Station
   Austin, TX 78711; or
2. http://www.window.state.tx.us/taxinfo/taxforms/93-forms.html

7.13 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, City shall not be responsible for monitoring Contractor's compliance with any Laws and Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws and Regulations, Contractor shall be liable for all resulting claims, costs losses, and damages, and shall indemnify and hold harmless City, and its officers, elected

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and appointed officials, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

C. Changes in Laws and Regulations not known at the time of the City's issuance of a Notice of Award having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Time.

7.14 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. Contractor shall include accurate locations for buried and imbedded items. These record documents, together with all approved Samples, will be available to City for reference. Upon completion of the Work, Contractor shall deliver these record documents to City prior to Final Inspection.

7.15 *Safety and Protection*

A. As between City and Contractor, Contractor shall be responsible for the safety of persons and property in the performance of the Work, for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs. Contractor shall inform the City in writing of Contractor's designated safety representative at the Site.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.1515.C.2 or 7.1515.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be the responsibility of and remedied by Contractor at its expense.

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss;

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and shall implement, erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify City; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of City's safety programs, if any.

H. Contractor shall inform City in advance in writing of the specific requirements of Contractor's safety program with which City's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed and City has issued a Letter of Final Acceptance.

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.16 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws and Regulations.

7.17 *Emergencies and/or Rectification*

A. In the event of threatened or actual emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to immediately act to prevent damage, injury, or loss. Contractor shall give City prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of Contractor's response to an emergency. If City determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Change Order may be issued.

B. Should the Contractor fail to respond to a request from the City to rectify any discrepancies, omissions, or correction necessary to conform with the requirements of the Contract Documents, the City shall give the Contractor written notice that such work or changes are to be performed. The written notice shall direct attention to the discrepant condition and request the Contractor to take remedial action to correct the condition. In the event the Contractor does not take proper action within 24 hours to fulfill this written request or fails to show just cause for not taking the proper action, within 24 hours, the City may take such remedial action with City resources or by contract. The City shall deduct an amount equal to the entire cost for such remedial action, plus 25% from any funds due or to become due the Contractor on the Project.

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7.18 *Submittals*

A. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit required Submittals to City for review and acceptance in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.03).

1. Contractor shall submit the Submittals in accordance with Section 01 33 00 of the General Requirements.

2. Data shown on the Submittals must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to demonstrate to City the services, materials, and equipment Contractor proposes to provide, and to enable City to review the information for the limited purposes required by Paragraph 7.18.C.

3. Submittals reviewed and accepted by City for conformance with the design concept shall be executed in conformity with the Contract Documents unless otherwise required by City.

4. When Submittals are submitted for the purpose of showing the installation in greater detail, their review shall not excuse Contractor from requirements shown on the Drawings and Specifications.

5. For-Information-Only submittals upon which the City is not expected to conduct a review or take responsive action may be so identified in the Contract Documents.

6. Contractor shall submit the required number of Samples specified in the Specifications.

7. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which it is intended and other data as City may require to enable City to review the Submittal for the limited purposes set forth in Paragraph 7.18.C.

B. Where a Submittal is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to City's review and acceptance of the pertinent submittal will be at the sole risk, expense and responsibility of Contractor.

C. City's Review

1. City will provide timely review of Submittals in accordance with the accepted Schedule of Submittals. City's review and acceptance will be to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. City's review and acceptance will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents), or to safety precautions or programs incident thereto.

3. City's review and acceptance of a separate item as such will not indicate approval of the assembly in which the item functions.

4. City's review and acceptance of a Submittal will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Section 01 33 00 of the General

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Requirements, and City has given written acceptance of each such variation by specific written notation thereof incorporated in or accompanying the Submittal.

5. City's review and acceptance of a Submittal will not relieve Contractor from responsibility for complying with the requirements of the Contract Documents.

6. City's review and acceptance of a Submittal, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Time or Contract Price, unless such changes are included in a Change Order.

7. Neither City's receipt, review, or acceptance of a Submittal will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in accepted Submittals, subject to the provisions of Section 01 33 00 of the General Requirements.

7.19 *Continuing the Work*

A. Except as otherwise provided, Contractor shall carry on the Work and adhere to the Project Schedule during all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as City and Contractor may otherwise agree in writing.

7.20 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. City and its officers, elected and appointed officials, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Contractor's warranty and guarantee under this Paragraph 7.20:

1. Observations by Engineer or City;

2. Recommendation by Engineer or payment by City of any progress or final payment;

3. The issuance of a letter or certificate of Final Acceptance by City or any payment related thereto by City;

4. Use or occupancy of the Work or any part thereof by City;

5. Any review and acceptance of a Submittal by City;

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6. Any inspection, test, or acceptance by others; or

7. Any correction of defective Work by City.

D. The Contractor shall remedy any defects or damages in the Work and pay for any damage to other work or property resulting therefrom which shall appear within a period of two (2) years from the date of Final Acceptance of the Work unless a longer period is specified. Contractor shall furnish a good and sufficient maintenance bond, complying with the requirements of Paragraph 6.02.B. The City will give notice of observed defects with reasonable promptness.

7.21 *Indemnification*

A. **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, ARISING OUT OF OR RELATED TO, OR ALLEGED TO ARISE OUT OF OR BE RELATED TO, THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THESE CONTRACT DOCUMENTS. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY, OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.**

B. **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM FROM AND AGAINST ANY AND ALL LOSS, DAMAGE OR DESTRUCTION OF PROPERTY OF THE CITY, ARISING OUT OF OR RELATED TO, OR ALLEGED TO ARISE OUT OF OR BE RELATED TO, THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM.**

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7.22 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, City will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Submittal related to the requirements indicated in Paragraph 7.22.B is prepared by Contractor, a Subcontractor, or others for submittal to City, then such Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to City.

D. City shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under the conditions indicated in Paragraph 7.22.B, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.22, City's review, acceptance, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to the conditions indicated in Paragraph 7.22.B, will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.22;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

7.23 *Right to Audit*

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract during the term of the Contract and for 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 made available, in Denton County, Texas within ten (10) Business Days of City's 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 the Contract, and to allow the City similar access to those documents. All books and records will be made available within Denton County, Texas. Except as otherwise provided herein, the cost of the audit will be borne by the City

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unless the audit reveals an overpayment of 1% or greater. If the City is undertaking an audit or inspection pursuant to Paragraph 7.09 or if an overpayment of 1% or greater occurs, the City's reasonable cost of the audit, including any travel costs, must be paid by the Contractor within five (5) Business Days of receipt of City's invoice for such costs.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City'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.

7.24 *Nondiscrimination*

A. The City is responsible for operating Public Transportation Programs and implementing transit-related projects, funded in part with Federal financial assistance awarded by the U.S. Department of Transportation and the Federal Transit Administration (FTA), without discriminating against any person in the United States on the basis of race, color, or national origin.

B. Contractor shall comply with the requirements of *Title VI, Civil Rights Act of 1964 as amended* and the regulations promulgated thereunder, as may be further defined in the Supplementary Conditions, for any project receiving Federal assistance.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the City may perform other work at or adjacent to the Site. Such other work may be performed by City's employees, or through contracts between the City and third parties. City may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If City performs other work at or adjacent to the Site with City's employees, or through contracts for such other work, then City shall give Contractor written notice thereof prior to starting any such other work, if such other work is not noted in the Contract Documents.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and City, if City is performing other work with City's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of City and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to City in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with

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Contractor's Work except for latent defects and deficiencies in such other work that could not have been discovered through a proper inspection.

F. The provisions of this Article 8 are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with City, or that is performed without having been arranged by City. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.03.D.3.

8.02 *Coordination*

A. If City intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with City's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, City shall have authority for such coordination.

8.03 *Legal Relationships*

A. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of City, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. When City is performing other work at or adjacent to the Site with City's employees, Contractor shall be liable to City for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by City as a result of Contractor's failure to take reasonable and customary measures with respect to City's other work.

B. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any Damage Claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, City, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend and hold harmless City and Engineer, and the officers, elected and appointed officials, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

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ARTICLE 9 – CITY'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in the Supplementary Conditions, City shall issue all communications to Contractor.

9.02 *Furnish Data*

A. City shall promptly furnish the data required of City under the Contract Documents.

9.03 *Pay When Due*

A. City shall make payments to Contractor when they are due in accordance with and subject to the provisions of Article 14.

9.04 *Lands and Easements; Reports, Tests, and Drawings*

A. City's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Article 5 refers to City's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by City in preparing the Contract Documents.

9.05 *Change Orders*

A. City's responsibilities with respect to Change Orders are set forth in Article 11.

9.06 *Inspections, Tests, and Approvals*

A. City's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.02.DD.

9.07 *Limitations on City's Responsibilities*

A. The City shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. City will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.08 *Undisclosed Hazardous Environmental Condition*

A. City's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.09 *Compliance with Safety Program*

A. While at the Site, City's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which City has been informed in advance in writing pursuant to Paragraph 7.15.

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ARTICLE 10 – CITY'S OBSERVATION DURING CONSTRUCTION

10.01 *City's Project Manager or Duly Authorized Representative*

A. City will provide a Project Manager or duly authorized representative during the construction period. The duties and responsibilities and the limitations of authority of City's Project Manager or duly appointed representative during construction are set forth in the Contract Documents.

B. City's Project Manager for these Contract Documents is as set forth in the Supplementary Conditions. City will establish a duly authorized representative at the Preconstruction Meeting in accordance with Section 01 31 19 of the General Requirements.

10.02 *Visits to Site*

A. City will make visits to the Site at intervals appropriate to the various stages of construction as City deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, City will determine, in general, if the Work is proceeding in accordance with the Contract Documents. City will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. City's efforts will be directed toward providing City a greater degree of confidence that the completed Work will conform generally to the Contract Documents.

B. City's visits and observations are subject to all the limitations on City's responsibility set forth in Paragraph 99.07. Particularly, but without limitation, during or as a result of City's visits or observations of Contractor's Work, City will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Determinations for Work Performed*

A. As applicable, Contractor will determine the actual quantities and classifications of Work performed.. City's Project Manager or duly authorized representative will review with Contractor the preliminary determinations on such matters before rendering a written recommendation. City's written decision will be final (except as modified to reflect changed factual conditions or more accurate data).

10.04 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. City will be the interpreter of the requirements of the Contract Documents and judge the acceptability of the Work thereunder.

B. City will render a written decision on any issue referred.

C. City's written decision on the issue referred will be final and binding on the Contractor, subject to the provisions of Paragraph 11.07.

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ARTICLE 11 – CHANGES ININ THE WORK; CLAIMS; EXTRA WORK

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended toto provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof, including in the Contract Price or Contract Time, but such amendment will be made by Change Order only.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work not involving a change in Contract Price or Contract Time, may be authorized, by one of the following ways:

1. A Field Order; or
2. City's review of a Submittal (subject to the provisions of Paragraph 7.18.C); or
3. City's written interpretation or clarification.

11.02 *Execution of Change Orders*

A. City and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Time which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed..
2. Changes in the Work which are: (a) ordered by City pursuant to Paragraph 11.04, (b) required because of City's acceptance of defective Work under Paragraph 13.05 or City's correction of defective Work under Paragraph 13.08, or (c) as otherwise agreed to by the parties.

11.03 *Field Orders*

A. City may authorize minor variations and deviations in changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on both the City and Contractor, which shall perform the Work involved promptly.

11.04 *Authorized Changes in the Work – Extra Work*

A. Without invalidating the Contract and without notice to any surety, City may, at any time or from time to time, order Extra Work. Upon notice of such Extra Work, Contractor shall proceed with the Work involved only upon receiving written notice from City. Extra Work will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Extra Work shall be memorialized by a Change Order which may or may not precede an order of Extra Work.

B. For minor changes of Work not requiring changes to Contract Time or Contract Price, a Field Order may be issued by City.

11.05 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract

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Documents, as amended, modified, or supplemented as allowed herein, except in certain cases of an emergency as provided in Paragraph 7.17.A.

11.06 *Dispute of Extra Work*

A. Should a difference arise as to what does or does not constitute Extra Work, or as to the payment for such Extra Work, and the City requires its performance, the Contractor shall proceed with the Extra Work after making written request for a Change Order and shall keep accurate account of the actual reasonable cost thereof. Contract Claims regarding Extra Work shall be made pursuant to Paragraph 11.07.

B. The Contractor shall furnish the City such records of all deviations from the original Contract Documents as may be necessary to enable the City to prepare for permanent record a corrected set of plans showing the actual work performed.

C. The compensation agreed upon for Extra Work whether or not initiated by a Change Order shall be the full, complete and final payment for all charges, fees and costs Contractor incurs as a result of or relating to the Extra Work, whether said charges, fees or costs are known, unknown, foreseen or unforeseen at that time, including without limitation, any charges, fees or costs for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of the Extra Work.

11.07 *Contract Claims Process*

A. *City's Decision Required*: All Contract Claims, except those waived pursuant to Paragraph 14.08, shall be referred to the City for decision. A decision by City shall be required as a condition precedent to any exercise by Contractor of any rights or remedies he may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Contract Claims.

B. *Notice*:

1. Written notice stating the general nature of each Contract Claim shall be delivered by the Contractor to City no later than 15 days after the start of the event giving rise thereto. The responsibility to substantiate a Contract Claim shall rest with the party making the Contract Claim.

2. Notice of the amount or extent of the Contract Claim, with supporting data shall be delivered to the City no later than 45 days after the start of the event giving rise thereto (unless the City notifies Contractor in writing that City will allow additional time for Contractor to submit additional or more accurate data in support of such Contract Claim).

3. A Contract Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 11.08.

4. A Contract Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 11.09.

5. Each Contract Claim shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of said event.

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6. The City shall submit any response to the Contractor within 30 days after receipt of the Contractor's last submittal (unless in connection with the Contract Claim (unless Contractor allows the City additional time to submit a response).

C. *City's Action*: City will review each Contract Claim and, within 30 days after receipt of the last submittal of the Contractor unless action by City's Council is required, take one of the following actions in writing:

1. deny the Contract Claim in whole or in part;

2. approve the Contract Claim; or

3. notify the Contractor that the City is unable to resolve the Contract Claim if, in the City's sole discretion, it would be inappropriate for the City to do so. For purposes of further resolution of the Contract Claim, such notice shall be deemed a denial.

D. City's written action under this Paragraph 11.07 will be final and binding, unless City or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

E. No Contract Claim for an adjustment in Contract Price or Contract Time will be valid if not submitted in accordance with this Paragraph 11.07.

F. If the City fails to take any action pursuant to this Paragraph 11.07, the Contract Claim is considered to have been denied by the City.

11.08 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order.

B. TheThe value of any Work covered by a Change Order will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 12.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum or unit price (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.08.C.2), and shall include the cost of any secondary impacts that are foreseeable at the time of pricing the cost of Extra Work; or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum or unit price, then on the basis of the Cost of the Work (determined as provided in Paragraph 12.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.08.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

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a. For costs incurred under Paragraphs 12.01.B.1, 12.01.B.2, and 12.01.B.3, the Contractor's fee will be 15 percent except for:

1) rental fees for Contractor's own equipment; and

2) bonds and insurance;

b. For costs incurred under Paragraph 12.01.B.4, the Contractor's fee will be 5 percent;

1) Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.08.C.2.a and 11.08.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 12.01.B.1, 12.01.B.2, and 12.01.B.3 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, in no case shall the cumulative total of fees paid be in excess of 25% of the Cost of the Work;

c. No fee will be payable on the basis of costs itemized under Paragraphs 12.01.B.5, 12.01.B.6, and 12.01.C;

d. The amount of credit to be allowed by Contractor to City for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

11.09 *Change of Contract Time*

A. The Contract Time may only be changed by a Change Order.

B. No extension of the Contract Time will be allowed under a Change Order for Extra Work or for claimed delay unless the Extra Work contemplated or claimed delay is shown to be on the critical path of the Project Schedule or Contractor can show by critical path method analysis how the Extra Work or claimed delay adversely affects the critical path.

C. Delay, disruption, and interference in the Work, and any related changes in Contract Time, are addressed in and governed by Paragraph 4.03.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted by the Contractor to reflect the effect of any such change.

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ARTICLE 12 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK; PLANS QUANTITY MEASUREMENT

12.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term "Cost of the Work" means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 12.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: The term, "Cost of the Work" means the sum of all costs, except those excluded in Paragraph 12.01.C, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work is covered by a Change Order, the costs reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work. Such costs shall be in amounts no higher than those calculated based on the prevailing wage rates contained in the Contract Documents, shall not include any of the costs itemized in Paragraph 12.01.C, and may include as applicable, but not be limited to the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Such employees shall include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs shall include, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours on Business Days, during Weekend Working Hours, or on a state or federal holiday observed by the City, shall be included in the above to the extent authorized by City.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith.

3. Rentals of all construction equipment and machinery and the parts thereof, whether rented from Contractor or others, in accordance with rental agreements approved in writing by City, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. and the Contract Documents. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

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4. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to City . Contractor shall deliver such bids to City, which will then determine, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 12.01 and Paragraph 11.08.C.

5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work and specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1 or otherwise specifically included in the Contract.

6. Supplemental costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, and temporary office or facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations, excluding those taxes for which an exemption is available as described in Paragraph 7.12.

    d. Deposits lost for causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    e. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work, provided such losses and damages have resulted from causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of CityCity. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

    f. The cost of utilities, fuel, and sanitary facilities at the Site.

    g. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

    h. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

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1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1 or otherwise specifically covered in the Contract. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the acts, omissions, negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Agreement will be determined as set forth in the Contract.
    b. for any Work covered by a Change Order for an adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as set forth in Paragraph 11.08.C.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order for an adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.08.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 12, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices, and submit in a form acceptable to City an itemized cost breakdown together with supporting data. Subject to prior written notice, City will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by City. Contractor will be responsible for ensuring that pertinent Subcontractors will afford such access to City, and preserve such documents, to the same extent as is required of Contractor.

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12.02 *Allowances*

A. *Specified Allowance*: It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to City.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances, have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of City.

D. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

12.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by City subject to the provisions of Paragraph 10.03.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. Work described in the Contract Documents, or reasonably inferred as required for a functionally complete installation, but not identified in the listing of unit price items shall be considered incidental to Unit Price Work listed and the cost of incidental work included as part of the unit price.

D. Adjustments in Contract Price

1. City may make an adjustment in the Contract Price in accordance with Paragraph 11.08 if:

a. the quantity of the item of Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. there is no corresponding adjustment with respect to any other item of Work.

2. Adjusted unit prices will apply to all units of that item.

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E. Increased or Decreased Quantities: The City reserves the right to order Extra Work in accordance with Paragraph 11.04.

1. If the changes in quantities or the alterations do not significantly change the character of the Work under the Contract Documents, the altered Work will be paid for at the Contract unit price.

2. If the changes in quantities or alterations materially and significantly change the character of the Work, the Contract will be amended by a Change Order.

3. If no unit prices exist, thisany increase or decrease in quantities will be considered Extra Work and the Contract will be amended by a Change Order in accordance with Article 11.

4. A significant change in the character of Work occurs when:

a. the character of work for any Item as altered differs materially or significantly in kind or nature from that in the Contract; or

b. a Major Item of work varies by more than 25% from the original Contract quantity.

5. When the quantity of work to be done under any Major Item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

6. When the quantity of work to be done under any Major Item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

12.04 *Plans Quantity Measurement for Unclassified Excavation or Embankment*

A. Plans quantities may or may not represent the exact quantity of Work performed or material moved, handled, or placed during the term of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised in accordance with the Contract.

B. If the total actual quantity measured for an individual item varies by more than 25% (or as stipulated under "Price and Payment Procedures" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract Documents, an adjustment may be made to the quantity of authorized Work done for payment purposes. The party to the Contract requesting the adjustment will provide field measurements and calculations showing the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in Article 11.

C. When quantities are revised by a change in design approved by the City, by Change Order, or to correct an error, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount identified in the approved change, and the 25% variance provisions of Paragraph 12.04.B will apply to the new plans quantity.

D. If the total Contract quantity multiplied by the unit price bid for an individual Item is less than $250 and the Item is not originally a plans quantity Item, then the Item may be paid as a plans quantity Item if the City and Contractor agree in writing to fix the final quantity as a plans quantity.

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E. For callout work or non-site specific Contracts, the plans quantity measurement requirements are not applicable.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Access to Work*

A. City and its Engineer, consultants, representatives, employees, and independent testing laboratories, and authorities having jurisdiction shall have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

13.02 *Tests and Inspections*

A. Contractor shall give City timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. If the Contract Documents or any Laws and Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish City the required certificates of inspection, testing or approval, except that those fees specifically identified in the Supplementary Conditions or any Texas Department of Licensure and Regulation (TDLR) inspections, which shall will be paid as described in the Supplementary Conditions.

C. Contractor shall be responsible for arranging, obtaining, and paying for all inspections, tests, re-tests, and approvals required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to City;
2. to attain City's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City.

D. City may arrange for the services of an independent testing laboratory ("Testing Lab") to perform any inspections or tests ("Testing") for any part of the Work, as determined solely by City.

1. City will coordinate such Testing to the extent possible, with Contractor;

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2. Should any Testing under this Section 13.03.D result in a "fail", "did not pass" or other similar negative result, the Contractor shall be responsible for paying for any and all retests. Contractor's cancellation without cause of City initiated Testing shall be deemed a negative result and require a retest.

3. Any amounts owed for any retest under this Section 13.02.D shall be paid directly to the Testing Lab by Contractor. City will forward all invoices for retests to Contractor.

4. If Contractor fails to pay the Testing Lab, City will not issue Final Payment until the Testing Lab is paid.

E. If the Contract Documents require the Work (or part thereof) to be approved by City or another designated individual or entity, then Contractor shall assume full responsibility for seeking and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without the written approval of City, Contractor shall, if requested by City, uncover such Work for observation. Such uncovering and the recovering of such Work will be at Contractor's expense.

13.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *City's Authority*: City has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Written notice of all defective Work of which City has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if City has rejected the defective Work, shall remove the defective Work from the Project and replace it with Work that is not defective. Failure to require the removal of any defective Work shall not constitute acceptance of such Work.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair City's warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Contractor or City by governmental authorities because the Work is defective, and the costs of repair, replacement or reconstruction of work of others resulting from defective Work.

13.04 *Rejecting Defective Work*

A. City will have authority to reject Work which City believes to be defective or will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. City will have authority to conduct special inspection or testing

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of the Work as provided in this Article 13, whether or not the Work is fabricated, installed, or completed.

13.05 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such defective Work, and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to Final Acceptance, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of the Work so accepted.

13.06 *Uncovering Work*

A. City has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the Contract Documents or specific instructions of City and if requested by City, Contractor shall uncover such Work for City's observation, inspection or testing and then replace the covering, all at Contractor's expense.

C. If City considers it necessary or advisable that covered Work be observed by City or inspected or tested by others, then Contractor, at City's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as City may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others). City shall be entitled to accept defective Work in accordance with Paragraph 13.05 and in such case Contractor shall still be responsible for all costs associated with exposing, observing, and testing defective Work.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an extension of the Contract Time to the extent directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

13.07 *City May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or Contractor fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been corrected or eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or any employee or agent of, any of them.

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13.08 *City May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from City to correct defective Work, or to remove and replace defective Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then City may, after providing 7 days' advance written notice to Contractor, correct or remedy any such deficiency.

B. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow CityCity, City's representatives, agents and employees, and City's other contractors access to the Site to enable City to exercise the rights and remedies under this Paragraph 13.08.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court, or arbitration or other dispute resolution costs) incurred or sustained by City in exercising the rights and remedies under this Paragraph 13.08 will be the responsibility of and will be charged against Contractor. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Time because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this Paragraph 13.08.

ARTICLE 14 – PAYMENTS TO CONTRACTOR; COMPLETION; CORRECTION PERIOD

14.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Paragraph 2.03 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to City. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 12.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments

1. Contractor is responsible for providing all information as required to become a vendor of the City.

2. At least 20 days before the date established in the General Requirements for each progress payment (but not more often than once a month), Contractor shall submit to City for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

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3. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) bill of sale, invoice, or purchase order payments, copies of cancelled checks or other documentation establishing full payment by Contractor for the materials and equipment; (b) at City's request, documentation warranting that City has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, or other arrangements to protect City's interest therein, all of which must be satisfactory to City.
4. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received on account of the Work by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
5. The amount of retainage with respect to progress payments will be as stipulated in the Contract Documents.

C. Review of Applications

1. City will, after receipt of each Application for Payment, either indicate in writing it will proceed to process the Application for Payment or return the Application to Contractor indicating reasons for refusing payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. City's processing of any payment requested in an Application for Payment will be based on City's observations of the executed Work, and on City's review of the Application for Payment and the accompanying data and schedules, that based City's actual knowledge:
    a. the Work has progressed to the point indicated; and
    b. the quality and/or quantity of the Work is generally in accordance with the Contract Documents (subject to any subsequent evaluations of the Work, an evaluation of the Work as a functioning whole prior to or upon Final Acceptance, the results of any subsequent tests or inspections called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraphs 10.05 and 12.03, and any other qualifications stated).
3. Processing any such payment will not thereby be deemed to have represented that:
    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or
    b. there are no other matters or issues between the parties that might entitle Contractor to be paid additionally by City or entitle City to withhold payment to Contractor; or
    c. Contractor hashas complied with Laws and Regulations applicable to Contractor's performance of the Work.
4. City may refuse to process or pay the whole or any part of any payment because of subsequently discovered evidence or the results of subsequent inspections or tests, and

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may revise or revoke any such payment previously made, to such extent as may be necessary to protect City from loss because:

a. the Work is defective, or the completed Work has been damaged by the Contractor or his subcontractors, requiring correction or replacement;

b. there are discrepancies in quantities contained in previous applications for payment;

c. the Contract Price has been reduced by Change Orders;

d. City has been required to correct defective Work in accordance with Paragraph 1313.08, or has accepted defective Work pursuant to Paragraph 13.05;

e. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

f. City has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Retainage:

1. For all contracts, retainage shall be five percent (5%).

E. *Liquidated Damages*: For each calendar day that any work shall remain uncompleted after the time specified in the Contract Documents, the sum per day specified in the Agreement will be paid by the Contractor to the City, not as a penalty, but as liquidated damages suffered by the City. If feasible, the parties may agree to have the liquidated damages deducted from any amounts owned to Contractor by City instead of being paid directly to City by Contractor.

F. *Payment*: Contractor will be paid pursuant to the requirements of this Article 14 and payment will become due in accordance with the Contract Documents.

G. Reduction in Payment

1. City may refuse to make payment of the of the amount requested because:

a. Claims have been made against City based on Contractor's performance or furnishing of the Work, or City has incurred costs, losses, or damages resulting from Contractor's performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, or patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

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g. City has been required to correct defective Work in accordance with Paragraph 13.08, or has accepted defective Work pursuant to Paragraph 13.05;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones or Final Acceptance of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to City to secure the satisfaction and discharge of such Liens;

l. Other items entitle City to a set-off against the payment amount requested; or

m. City has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.

2. If City refuses to make payment of the amount requested, City will give Contractor written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, within a reasonable time after Contractor remedies the reasons for such action to the satisfaction of City and City has confirmed such action.

14.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to City no later than the time of payment free and clear of all Liens.

14.03 *Partial Utilization*

A. Prior to Final Acceptance of all the Work, City may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which City determines constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose without significant interference with Contractor's performance of the remainder of the Work. City at any time may notify Contractor in writing to of any such part of the Work which City determines to be ready for its intended use. In addition, City may request in writing that Contractor permit City to use or occupy any such part of the Work that City believes to be substantially complete, subject to the following conditions:

1. At any time, Contractor may notify City that Contractor considers any such part of the Work ready for its intended use.

2. Within a reasonable time after notification as enumerated in Paragraph 14.03, City and Contractor shall make an inspection of that part of the Work to determine its status of completion. If City does not consider that part of the Work to be substantially complete, City will notify Contractor in writing giving the reasons therefor.

3. Partial Utilization by City will not constitute Final Acceptance by City.

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14.04 *Final Inspection*

A. Upon written notice from Contractor that the entire Work is complete in accordance with the Contract Documents:

1. City will promptly schedule a Final Inspection with Contractor.

2. City will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. City reserves the right to deny request for Final Inspection if City determines that the entire Work is not sufficiently complete to warrant a Final Inspection.

14.05 *Final Acceptance*

A. Upon completion by Contractor to City's satisfaction, of any and all Work in accordance with the Contract Documents, including any corrections or additional Work identified in the Final Inspection and delivery of all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurances, certificates of inspection, annotated record documents and other required documents in accordance with the Contract Documents, City will issue to Contractor a letter of Final Acceptance.

14.06 *Final Payment*

A. Application for Payment

1. Upon receipt of a letter of Final Acceptance from City, Contractor may make application for Final Payment following the procedures for requesting payments in accordance with the Contract Documents.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 6.03;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to City free and clear of any Liens or other title defects or will so pass upon final payment.

d. a list of all Contract Claims or Damage Claims against City that Contractor believes are unsettled; and

e. affidavits of payments and complete and legally effective releases or waivers (satisfactory to City) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

B. Payment Becomes Due: The final payment requested by Contractor, less previous payments made and less any sum to which City is entitled, including but not limited to liquidated damages, will become due and payable:

1. After City's acceptance of the Application for Payment and accompanying documentation; and

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2. After all Damage Claims have been resolved:

   a. directly by the Contractor; or

   b. Contractor provides evidence that the Damage Claim has been reported to Contractor's insurance provider for resolution.

The making of the final payment by the City shall not relieve the Contractor of any guarantees or other requirements of the Contract that continue thereafter.

14.07 *Final Completion Delayed and Partial Retainage Release*

A. If final completion of the Work is significantly delayed, and if City so confirms, City may, upon receipt of Contractor's final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by City for Work not fully completed or corrected is less than the retainage stipulated in Paragraph 14.01.D, and if bonds have been furnished as required in Paragraph 6.02, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to City with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Contract Claims.

B. *Partial Retainage Release*. If the Contract provides for separate establishment and maintenance periods and/or test and performance periods following the completion of all other construction in the Contract Documents for all Work locations, the City may release a portion of the amount retained provided that all other work is completed as determined by the City. Before the release, all submittals and final quantities must be completed and accepted for all other work. An amount sufficient to ensure Contract compliance will be retained.

14.08 *Waiver of Claims*

A. The acceptance of final payment will constitute a waiver and release by Contractor of all claims, rights, causes of action, or liabilities, including Contract Claims, against City arising out of, related to or under the Contract or for any act, omission or neglect of City.

14.09 *Correction Period*

A. If within two (2) years after the date of Final Acceptance (or such longer period of time as may be prescribed by the Contract Documents) any Work has been found to be defective, or Contractor's repair of any damages to the Site, adjacent areas, or areas made available for Contractor's use by City has been found to be defective, then after receipt of City's written notice of defect, Contractor shall promptly, without cost to City and in accordance with City's written instructions:

   1. correct the defective repairs to the Site or such adjacent areas, or areas made available for Contractor's use by City;

   2. correct such defective Work;

   3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by City, and

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4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. If Contractor does not promptly comply with the terms of City's written instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected, repaired or removed and replaced under this Paragraph 14.09, the correction period hereunder with respect to such Work may be extended for an additional period of one year after the end of the initial correction period.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this Paragraph 14.09 are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *City May Suspend Work*

A. At any time and without cause, City may suspend the Work or any portion thereof by written notice to Contractor. City may fix the date on which Work will be resumed in such notice, and Contractor shall resume the Work on the date so fixed. During a temporary suspension of the Work covered by these Contract Documents, for any reason, the City will make no extra payment for stand-by time of construction equipment and/or construction crews.

B. Should the Contractor not be able to complete a portion of the Project due to causes beyond the control of and without the fault or negligence of the Contractor, and should it be determined by mutual consent of the Contractor and City that a solution to allow construction to proceed is not available within a reasonable period of time, Contractor may request an extension in Contract Time, directly attributable to any such suspension.

C. If it should become necessary to suspend the Work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way; Contractor shall take every precaution to prevent damage or deterioration of the work performed; and Contractor shall provide suitable drainage about the work, and erect temporary structures where necessary.

D. Contractor may be reimbursed for the cost of moving its equipment off the job and returning the necessary equipment to the job when it is determined by the City that construction may be resumed. Such reimbursement shall be based on actual cost to the Contractor of moving the

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equipment and no profit or overhead will be allowed. Reimbursement may not be allowed if the equipment is moved to another construction project for the City.

15.02 *City May Terminate for Cause*

A. The occurrence of any one or more of the following events by way of example, but not of limitation, may justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Project Schedule established under Paragraph 2.06 as adjusted from time to time pursuant to Paragraph 7.05);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract; or

3. Contractor's disregard of Laws and Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of City; or

5. Contractor's failure to promptly make good any defect in materials or workmanship, or defects of any nature, the correction of which has been directed in writing by the City; or

6. Substantial indication that the Contractor has made an unauthorized assignment of the Contract or any funds due therefrom for the benefit of any creditor or for any other purpose; or

7. Substantial indication that the Contractor has become insolvent or bankrupt, or otherwise financially unable to perform the Work satisfactorily; or

8. Contractor commences legal action in a court of competent jurisdiction against the City.

B. If one or more of the events identified in Paragraph 15.02.A occurs, City will provide written notice to Contractor and Surety to arrange a conference with Contractor and Surety to address Contractor's failure to perform the Work. The conference shall be held not later than 15 days after receipt of notice. by both Contractor and surety.

1. If the City, the Contractor, and the Surety do not agree to allow the Contractor to proceed to perform the Contract, the City may, to the extent permitted by Laws and Regulations, declare a Contractor default and formally terminate the Contractor's right to complete the Contract. Contractor default shall not be declared earlier than 20 days after the Contractor and Surety have received notice of the conference to address Contractor's failure to perform the Work.

2. If Contractor's services are terminated, Surety shall be obligated to take over and perform the Work. If Surety does not commence performance thereof within 15 consecutive calendar days after date of an additional written notice demanding Surety's performance of its obligations, then City, without process or action at law, may take over any portion of the Work and complete it as described below.

a. If City completes the Work, City may exclude Contractor and Surety from the Site and take possession of the Work, and all materials and equipment stored at the Site

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or for which City has paid Contractor, but which are stored elsewhere, and the Work as City may deem expedient.

3. Whether City or Surety completes the Work, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by City, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to City. Such claims, costs, losses, and damages incurred by City will be incorporated in a Change Order, provided that when exercising any rights or remedies under this Paragraph 15.02, City shall not be required to obtain the lowest price for the Work performed.

4. Neither City, nor any of its respective consultants, agents, officers, elected or appointed officials, directors or employees shall be in any way liable or accountable to Contractor or Surety for the method by which the completion of the said Work, or any portion thereof, may be accomplished or for the price paid therefor.

5. City, notwithstanding the method used in completing the Contract, shall not forfeit the right to recover damages from Contractor or Surety for Contractor's failure to timely complete the entire Contract. Contractor shall not be entitled to any claim, counterclaim or offset on account of the method used by City in completing the Contract.

6. Maintenance of the Work shall continue to be Contractor's and Surety's responsibilities as provided for in the bond requirements of the Contract Documents or any special guarantees provided for under the Contract Documents or any other obligations otherwise under the Contract or prescribed by law.

C. Notwithstanding Paragraph 15.02.B, Contractor’s services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

D. Where Contractor’s services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor then existing or which may thereafter accrue, or any rights or remedies of City against Contractor or Surety. Any retention or payment of money due Contractor by City will not release Contractor from liability.

E. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.02, the termination procedures of that bond shall not supersede the provisions of this Article 15.

15.03 *City May Terminate for Convenience*

A. City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract, in whole or in part. Any termination shall be affected by giving notice of the termination to the Contractor specifying the extent to which performance of Work under the contract is terminated, and the date upon which such termination becomes effective. Notice shall be deemed validly given if given in accordance with Paragraph 17.01.A.

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B. After a notice of termination, has been given, and except as otherwise directed by the City, the Contractor shall:

1. stop work under the Contract on the date and to the extent specified in the notice of termination;

2. place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;

3. terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by notice of termination;

4. transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City:

   a. the fabricated or unfabricated parts, Work in progress, completed Work, supplies and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of the termination; and

   b. the completed, or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the City.

5. complete performance of such Work as shall not have been terminated by the notice of termination; and

6. take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which the City has or may acquire the rest.

C. At a time not later than 30 days after the termination date specified in the notice of termination, the Contractor may submit to the City a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of in accordance with the Contract, exclusive of items the disposition of which has been directed or authorized by City.

D. Not later than 15 days after Contractor's submission of the certified list to City pursuant to Paragraph 15.03.C, the City shall accept title to such items, subject to verification of the list by the City upon removal of the items or,. If the items are stored, then City shall have 45 days after submission of the list, to verify the list submitted and accept title to such items. Any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

E. Not later than 60 days after the notice of termination has been given, the Contractor shall submit hisits termination claim to the City in the form and with the certification prescribed by the City. Unless an extension request is made in writing within such 60-day period by the Contractor, and granted by the City, any and all such claims of Contractor that are not submitted to City within such 60-day period shall be conclusively deemed waived.

F. Should a termination claim be timely submitted to the City, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead

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and profit on such Work calculated and determined in accordance with the Contract Documents;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses calculated and determined in accordance with the Contract Documents; and

3. reasonable expenses directly attributable to reasonable and necessary wind-down and termination activities, without any overhead or profit.

G. In the event of the failure of the Contractor and City to agree upon the whole amount to be paid to the Contractor by reason of the termination of the Work, the City shall determine, on the basis of information submitted and available to it, the amount, if any, due to the Contractor by reason of the termination and City shall pay to the Contractor the amounts so determined. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of, related to or resulting from such termination.

ARTICLE 16 – RESOLUTION OF DISPUTES

16.01 *Methods and Procedures*

A. Either City or Contractor may request mediation of any Contract Claim submitted for a decision under Paragraph 11.07 before such decision becomes final and binding. The request for mediation shall be submitted to the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 11.07.E.

B. City and Contractor shall participate in the mediation process in good faith. The process shall be commenced within 60 calendar days of filing of the request.

C. The parties shall agree on a mediator; however, if they cannot agree within 14 calendar days then the Denton County Alternative Dispute Resolution Program ("DCAP") shall appoint a mediator. The mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one party, or the mediator, states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. All costs of mediation shall be borne equally by the parties.

D. All communications, both written and oral, during Phases A and B are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

E. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

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F. If the Contract Claim is not resolved by mediation, City's action under Paragraph 11.07.C or a denial pursuant to Paragraphs 11.07.C.3 or 11.07.D shall become final and binding 30 days after termination of the mediation unless, within that time period, City or Contractor:

1. elects in writing to invoke any other dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Contract Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Contract Claim to a court of competent jurisdiction as set forth within the Contract Documents.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice, it will be deemed to have been validly given if delivered:

1. in person, by a commercial courier service or otherwise, if to City, to the duly authorized representative of City identified in the Contract Documents or to City's Project Manager or, if to Contractor, to a member of the firm or to an officer of the corporation for whom it is intended; or

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient.

17.02 *Computation of Time*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day that is a state or federal holiday observed by the City, the next Business Day shall become the last day of the period.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws and Regulations, in equity, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this Paragraph 17.03 will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Limitation of Damages*

A. With respect to any and all claims, disputes subject to final resolution, and other matters at issue, neither City, nor any of its officers, directors, elected or appointed officials, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project. Further, the Contractor may only claim and the City may only be liable for those damages that are set forth in Subchapter I, Chapter 271 of the Texas

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Local Government Code and the City shall not be liable for any consequential damages, exemplary damages or damages for unabsorbed home office overhead.

17.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

B. The City has not waived its sovereign immunity except as expressly set forth in Subchapter I, Chapter 271 of the Texas Local Government Code or as expressly waived by other statute.

17.06 *Survival of Obligations*

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and Final Acceptance of the Work or termination of the Contract or of the services of Contractor.

17.07 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

17.08 *Successors and Assigns*

A. City and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.09 *Governing Law*

A. The Contract shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles.

17.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00 73 00
SUPPLEMENTARY CONDITIONS
TO
GENERAL CONDITIONS

Supplementary Conditions

These Supplementary Conditions modify and supplement Section 00 72 00 - General Conditions, and other provisions of the Contract Documents as indicated below. All provisions of the General Conditions that are modified or supplemented remain in full force and effect as so modified or supplemented. All provisions of the General Conditions which are not so modified or supplemented remain in full force and effect.

Defined Terms

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions, unless specifically noted herein.

Modifications and Supplements

The following are instructions that modify or supplement specific paragraphs in the General Conditions and other Contract Documents.

SC-5.01A

Easement limits shown on the Drawing are approximate and were provided to establish a basis for bidding. Upon receiving the final easements descriptions, Contractor shall compare them to the lines shown on the Contract Drawings.

SC-5.01A.1., "Availability of Lands"

The following is a list of known outstanding right-of-way, and/or easements to be acquired, if any as of **June 2023.**

Outstanding Right-Of-Way, and/or Easements to Be Acquired

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Denton CAD No.	TxDOT Parcel No.	Property Owner	Target Date of Poession
CSJ-090			
126931	124	UNT	Sept 23'
132006	2	TXDOT	In Possession
36534	2a	TXDOT	In Possession
132008	2b	TXDOT	In Possession
107996	5	STRUGA PARTNERS LTD	July 23'
108000	6	STUGA PARTNERS	July 23'
108002	9	2701 W OAK STREET LLC	In Possession
126918	10	DENTON COUNTY	In Possession
36546	11	BEN E KEITH	Sept 23'
36551	12	BEN E KEITH	Sept 23'
171183	16	BEN E KEITH	Sept 23'
39258	17	BEN E KEITH CO	Sept 23'
209152	19.1	TEXAS BLUE HORSESHOE	In Possession
755868	19.2	PS LPT Properties Investors	Sept 23'
987772	19.3	V Land Denton, LLC	In Possession
165500	20	ERI-HQ LP	Sept 23'
194819	24	RETAIL BLDG INC	In Possession
188305	25	GOLDEN ARCH LTD	Sept 23'
167552	26	CB PORTOLIO OWNER LLC	In Possession
167551	27	VICTRON STORES LP	Sept 23'

The Contractor understands and agrees that the dates listed above are estimates only, are not guaranteed, and do not bind the City.

If Contractor considers the final easements provided to differ materially from the representations on the Contract Drawings, Contractor shall within five (5) Business Days and before proceeding with the Work, notify City in writing associated with the differing easement line locations.

SC-5.01A.2, "Availability of Lands"

Utilities or obstructions to be removed, adjusted, and/or relocated

The following is list of utilities and/or obstructions that have not been removed, adjusted, and/or relocated as of **June 2023.**

EXPECTED OWNER	UTILITY AND LOCATION	TARGET DATE OF ADJUSTMENT
NONE		

The Contractor understands and agrees that the dates listed above are estimates only, are not guaranteed, and do not bind the City.

SC-5.03A., "Subsurface and Physical Conditions"

The following are reports of explorations and tests of subsurface conditions at the site of the Work:

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A **Geotechnical Engineering Study** Report No. **103-21-384**, dated **September 29, 2021**, prepared by **CMJ Engineering, Inc**. a sub-consultant of **Kimley-Horn**, a consultant of the City, providing additional information on **Geotechnical Engineering Study.**

The following are drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site of the Work: **NONE**

SC-5.05 A., "Underground Facilities

The following are additional resources for identification of Underground Facilities which are at or contiguous to the site of the Work, and which are not necessarily shown in the Drawings: **NONE**

SC-5.06A., "Hazardous Environmental Conditions at Site"

The following are reports and drawings of existing hazardous environmental conditions known to the City: **NONE**

SC-6.02, "Performance, Payment, and Maintenance Bonds"

The "Contract Price" for Performance, Payment, and Maintenance Bonds will be the same as indicated in Article 3 as listed in the Agreement.

SC-6.03A., "Certificates of Insurance"

The entities listed below are "additional insureds as their interest may appear" including their respective officers, directors, agents and employees.

(1) City
(2) Consultant: **Kimley-Horn and Associates, Inc.**
(3) Other: **NONE**

SC-6.04A., "Contractor's Insurance"

The limits of liability for the insurance required by Paragraph GC-6.04 shall provide the following coverages for not less than the following amounts or greater where required by laws and regulations:

6.04A. Workers' Compensation, under Paragraph GC-6.04A.

Statutory limits
Employer's liability
$100,000 each accident/occurrence
$100,000 Disease - each employee
$500,000 Disease - policy limit

SC-6.04B., "Contractor's Insurance"

6.04B. Commercial General Liability, under Paragraph GC-6.04B. Contractor's Liability Insurance under Paragraph GC-6.04B., which shall be on a per project basis covering the Contractor with minimum limits of:

$1,000,000 each occurrence
$2,000,000 aggregate limit

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The policy must have an endorsement (Amendment – Aggregate Limits of Insurance) making the General Aggregate Limits apply separately to each job site.

The Commercial General Liability Insurance policies shall provide "X", "C", and "U" coverage's. Verification of such coverage must be shown in the Remarks Article of the Certificate of Insurance.

SC 6.04C., "Contractor's Insurance"

6.04C. Automobile Liability, under Paragraph GC-6.04C. Contractor's Liability Insurance under Paragraph GC-6.04C., which shall be in an amount not less than the following amounts:

(1) **Automobile Liability** - a commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

$1,000,000 each accident on a combined single limit basis.

SC 6.04D., "Contractor's Insurance"

6.04D. Environmental Impairment/Pollution

Environmental Impairment/Pollution Insurance to include coverage for the handling, receiving, dispensing, removal, storage, testing, transportation, disposal, discharge, dispersal release or escape of any hazardous material into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including ground water, with a minimum combined bodily injury (including death) and property damage limit of *$2,000,000* per occurrence to be obtained upon substantial completion and acceptance of facility by the City.

SC-6.04E., "Contractor's Insurance"

The Contractor's construction activities will require its employees, agents, subcontractors, equipment, and material deliveries to cross railroad properties and tracks, or perform work within 25 feet of the center line of tracks **NONE**.

The Contractor shall conduct its operations on railroad properties in such a manner as not to interfere with, hinder, or obstruct the railroad company in any manner whatsoever in the use or operation of its/their trains or other property. Such operations on railroad properties may require that Contractor to execute a "Right of Entry Agreement" with the particular railroad company or companies involved, and to this end the Contractor should satisfy itself as to the requirements of each railroad company and be prepared to execute the right-of-entry (if any) required by a railroad company. The requirements specified herein likewise relate to the Contractor's use of private and/or construction access roads crossing said railroad company's properties.

The Contractual Liability coverage required by Paragraph 5.04D of the General Conditions shall provide coverage for not less than the following amounts, issued by companies satisfactory to the City and to the Railroad Company for a term that continues for so long as the Contractor's operations and work cross, occupy, or touch railroad property:

(1) General Aggregate: *$Confirm Limits with Railroad*

(2) Each Occurrence: *$Confirm Limits with Railroad*

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____ *Required for this Contract* __X__ *Not required for this Contract*

With respect to the above outlined insurance requirements, the following shall govern:

1. Where a single railroad company is involved, the Contractor shall provide one insurance policy in the name of the railroad company. However, if more than one grade separation or at-grade crossing is affected by the Project at entirely separate locations on the line or lines of the same railroad company, separate coverage may be required, each in the amount stated above.

2. Where more than one railroad company is operating on the same right-of-way or where several railroad companies are involved and operated on their own separate rights-of-way, the Contractor may be required to provide separate insurance policies in the name of each railroad company.

3. If, in addition to a grade separation or an at-grade crossing, other work or activity is proposed on a railroad company's right-of-way at a location entirely separate from the grade separation or at-grade crossing, insurance coverage for this work must be included in the policy covering the grade separation.

4. If no grade separation is involved but other work is proposed on a railroad company's right-of-way, all such other work may be covered in a single policy for that railroad, even though the work may be at two or more separate locations.

No work or activities on a railroad company's property to be performed by the Contractor shall be commenced until the Contractor has furnished the City with an original policy or policies of the insurance for each railroad company named, as required above. All such insurance must be approved by the City and each affected Railroad Company prior to the Contractor's beginning work.

The insurance specified above must be carried until all Work to be performed on the railroad right-of-way has been completed and the grade crossing, if any, is no longer used by the Contractor. In addition, insurance must be carried during all maintenance and/or repair work performed in the railroad right-of-way. Such insurance must name the railroad company as the insured, together with any tenant or lessee of the railroad company operating over tracks involved in the Project.

SC-7.08C., "Concerning Subcontractors and Suppliers"

The following subcontractors shall be required to be utilized by the Contractor for specific portions of the Work as indicated below:

Required Subcontractors

SUBCONTRACTOR COMPANY NAME	DESCRIPTION OF WORK TO BE PERFORMED
NONE	

SC-7.11., "Permits and Utilities"

SC-7.11A., "Contractor obtained permits and licenses"

The following are known permits and/or licenses required by the Contract to be acquired by the Contractor:

NONE

SC-7.11B. "City obtained permits and licenses"

The following are known permits and/or licenses required by the Contract to be acquired by the City:

1. **TxDOT Utility Installation Request (UIR)**

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SC-7.11C. "Outstanding permits and licenses"

The following is a list of known outstanding permits and/or licenses to be acquired, if any as of **June 2023.**

Outstanding Permits and/or Licenses to Be Acquired

OWNER	PERMIT OR LICENSE AND LOCATION	TARGET DATE OF POSSESSION
TxDOT	UIR	June 2023

SC-7.24B., "Title VI, Civil Rights Act of 1964 as amended"

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontactor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by City or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City, or the Texas Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, City shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

    a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
    b. cancellation, termination or suspension of the Contract, in whole or in part.

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6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as City or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request City to enter into such litigation to protect the interests of City, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Additional Title VI requirements can be found in the Appendix.

SC-8.02., "Coordination"

The individuals or entities listed below have contracts with the City for the performance of other work at the Site:

Vendor	**Scope of Work**	**Coordination Authority**
Texas Department of Transportation	*Highway and Frontage Road Construction*	*Contractor/City*
Various Franchise Utility Companies	*Utility Construction*	*Contractor/City*
Kimley-Horn and Associates, Inc.	*IH-35 Construction Phase Services/Design*	*Contractor/City*

SC-9.01, "Communications to Contractor"

1. All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility in compliance with the Buy America provisions of 23 CFR 635.410 as amended.
2. Denton Water Field Operations (Coordinate 48-hours in advance of performed shutdown and tie-in).
3. Atmos: Omar Campos: Anibal.Campos@atmosenergy.com (Contact 48 hours in advance of excavation operations occurring within 50' of existing 8" gas pipeline).
4. Denton Municipal Electric: Doug Breon: Doug.Breon@cityofDenton.com (Coordinate 48 hours in advance of excavation operations occurring 20' of existing 4" electric lines).

SC-10.01B., "City's Project Manager"

The City's Project Manager for this Contract is Cole Tankersley, or his/her successor pursuant to **written notification from the City Engineer.**

SC-13.02B., "Tests and Inspections"

NONE

SC-14.01G, "Reduction in Payment"

Add Paragraph 14.01G.3:

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3. *City may reduce payments to the Contractor, if the number of Days that have passed after the date listed on the Notice to Proceed exceeds the Contract Time for Substantial Completion.*

SC-16.01C.1, "Methods and Procedures"

NONE

SC – 17.01, "Documents"

Any documents submitted to the City in electronic format shall be considered equivalent to an original of such document.

SC – 18.01, "Texas State Law Provisions"

SC – 18.01A. "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.

SC – 18.01B. "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.

SC – 18.01C. "Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations"

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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.

SC – 18.01D. "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.

SC – 18.01E. "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.

SC-19.01 – "BUY AMERICA" REQUIREMENTS"

NOTICE TO CONTRACTORS and SUPPLIERS:

The project requires certification from the contractor's suppliers that all manufacturing processes for steel and iron materials or for the application of coatings (epoxy, galvanizing, painting or any other coating that protects or enhances the value of the steel or iron metal) to these materials occurred in the United States of America. For the purpose of the certifications, manufacturing processes are defined as all processes required to change the raw ore or scrap metal into the finished in-place steel or iron product. The successful contractor will be required to complete the Texas Department of Transportation Material Statement Certification Form 1818 with for each appropriate shop drawing submittal. TxDOT Form 1818 is included in the APPENDIX of this project manual.

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1
2

END OF SECTION

Revision Log		
DATE	NAME	SUMMARY OF CHANGE
06/05/2022	SC-17.01	Added the TxDOT BUY AMERICA requirements.

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1 **SECTION 00 35 13**

2 CONFLICT OF INTEREST AFFIDAVIT

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).

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.**

Oscar Renda Contracting Inc.

2 [x] **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.**

n/a

Name of 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 [x] 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 [x] 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 [x] No

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

4 [x] **I have no Conflict of Interest to disclose.**

5

Signature of vendor doing business with the governmental entity — Date: *7/12/2023*

3 **END OF SECTION**

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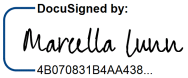
Certificate Of Completion

Envelope Id: D2FADBB06CE140B2863CE19837FB245E
Status: Completed
Subject: Please DocuSign: City Council Contract 7968-004 IH-35 Utility Relocation (IH-35/W Split to US-380)
Source Envelope:
Document Pages: 105
Signatures: 5
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
7/18/2023 8:55:00 PM
Holder: Cori Power
cori.power@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.104	Sent: 7/18/2023 9:01:58 PM Viewed: 7/18/2023 9:03:04 PM Signed: 7/18/2023 9:03:14 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/18/2023 9:03:16 PM Viewed: 7/19/2023 9:15:32 AM Signed: 7/19/2023 9:16:18 AM
Marcella Lunn marcella.lunn@cityofdenton.com Mack Reinwand City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/19/2023 9:16:21 AM Viewed: 7/21/2023 3:28:58 PM Signed: 7/21/2023 3:38:25 PM
Jon Dorma jdorma@southlandholdings.com VP of Precinstruction Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/22/2023 9:20:13 AM ID: 2c4d4be6-17e3-434e-b02f-5c91b22db5f1	 Signature Adoption: Pre-selected Style Using IP Address: 107.120.35.61 Signed using mobile	Sent: 7/21/2023 3:38:28 PM Viewed: 7/22/2023 9:20:13 AM Signed: 7/22/2023 9:27:34 AM

Signer Events	Signature	Timestamp
Trevor Crain Trevor.Crain@cityofdenton.com Director of Capital Projects City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/24/2023 7:57:40 AM ID: 827e9efb-c634-4a7e-8b2a-d8ff66f65784	DocuSigned by: Trevor Crain 7B46EEAB11BC4F2... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/22/2023 9:27:37 AM Viewed: 7/24/2023 7:57:40 AM Signed: 7/24/2023 7:58:39 AM
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.104	Sent: 7/24/2023 7:58:44 AM Viewed: 7/25/2023 6:20:17 PM Signed: 7/25/2023 6:20:30 PM
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	**Completed** Using IP Address: 198.49.140.104	Sent: 7/24/2023 7:58:43 AM Viewed: 8/16/2023 8:14:11 AM Signed: 8/16/2023 8:14:23 AM
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 8/16/2023 8:14:28 AM Viewed: 8/16/2023 8:14:53 AM Signed: 8/16/2023 8:15:16 AM
Jesus Salazar jesus.salazar@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/16/2023 8:46:31 AM ID: 5eb8bbb5-7da4-45da-bd35-95fc7d4fb2b2	DocuSigned by: Jesus Salazar 2437C77B897541D... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 8/16/2023 8:15:20 AM Viewed: 8/16/2023 8:46:31 AM Signed: 8/16/2023 8:47:40 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/18/2023 9:03:17 PM
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	COPIED	Sent: 7/24/2023 7:58:42 AM Viewed: 7/24/2023 8:48:27 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/16/2023 8:47:43 AM
Cole Tankersley Cole.Tankersley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/15/2023 5:05:42 PM ID: f9d1e4a7-3a46-4c3a-9b5a-ead6bc29093a	COPIED	Sent: 8/16/2023 8:47:44 AM Viewed: 8/16/2023 8:59:44 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/18/2023 9:01:58 PM
Certified Delivered	Security Checked	8/16/2023 8:46:31 AM
Signing Complete	Security Checked	8/16/2023 8:47:40 AM
Completed	Security Checked	8/16/2023 8:47:45 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, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•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.

Docusign Envelope ID: 3AF66919-7172-4B46-A19D-4A6A2DCD88A3

Docusign Transmittal Coversheet

File Name	7968-004 IH-35/W Split to US-380 CO1
Purchasing Contact	Gabby Leeper
Contract Expiration	N/A

Docusign Envelope ID: 3AF66919-7172-4B46-A19D-4A6A2DCD88A3

CITY OF DENTON CHANGE ORDER FORM

City of Denton - Capital Projects
401 N. Elm Street
Denton, TX 76201
Shawn Messick, Project Manager

Contractor: Oscar Renda Contracting
1100 Kubota Dr.
Grapevine, TX 76051
David Gosdzinski

Proj: I-35 Utility Relocation (Split to US-380)
CHANGE ORDER NO. 1
IFB# 7968-004
ENG/PMO# 220003-1
PO# 204405

Notice To Proceed Issued:	Current Completion Date:	New Completion Date:
10/16/2023	4/13/2024	7/31/2024

Contract BID Amount:	$ 17,204,177.00	Prior Approved Other Funded CO's:	$ -
5% Contingency Amount:	$ 860,208.85	Current Contract Amount w CO's:	$ 17,204,177.00
Total NTE Amount :	$ 18,064,385.85	This CO Non-Contingency Fund Request:	$0.00
Prior Approved CUA's:	$ -	Total Change Request:	**$43,740.00**
Available Contingency:	$ 860,208.85		
This CUA Request:	$43,740.00	Orig Contract Days: 180	This CO Days Request: 109
Contingency Remaining:	$ 816,468.85	Approved CO Days: 0	New Contract Days: 289

PROJECT SCOPE AND REASON FOR CHANGE

Description of work included in Contract: Relocation of 10,200 LF of water and wastewater utilities along I-35

Reason for change:

PCO 1:
CO1 SSC - Changing MH from 4' to 5', boring delays
CO3 WLC - Deletion of casing & pipe, change pipe, additional gate valves & water services, and additional removals
CO4 WLF - Additional gate valves & water services, additional pipe, additional fire hydrant, removal, and Water Main Shutdown
CO5 WLU - Additional Pipe, water service, Water Main Shutdowns, Delays/Stangpy for redesign

CONTINGENCY USE ALLOWANCE (CUA) CONTRACT CHANGES

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
12	33 05 05	Trench Safety	LF	6,370	307.00	$ 5.00	$ 1,535.00
14	33 05 07	18" Casing by Other Than Open Cut*	LF	933	-245.00	$ 830.00	$ (203,350.00)
17	33 05 15, 33 14 10	8" DIP Water Carrier Pipe	LF	953	-245.00	$ 548.00	$ (134,260.00)
21	33 14 11	6" PVC Water Pressure Pipe	LF	15	12.00	$ 642.00	$ 7,704.00
22	33 14 11	8" PVC Water Pressure Pipe	LF	4,168	265.00	$ 186.00	$ 49,290.00
23	33 14 11	12" PVC Water Pressure Pipe	LF	1,662	42.00	$ 324.00	$ 13,608.00
24	33 14 17	1" Water Service*	EA	5	1	$ 5,354.00	$ 5,354.00
25	33 14 17	2" Water Service	EA	9	4	$ 8,916.00	$ 35,664.00
27	33 14 20	6" Gate Valve*	EA	1	1	$ 3,786.00	$ 3,786.00
28	33 14 20	8" Gate Valve*	EA	15	1	$ 5,196.00	$ 5,196.00
29	33 14 20	12" Gate Valve*	EA	7	1	$ 9,084.00	$ 9,084.00
36	33 14 25	12" Water Main Connection with Shutdown	EA	6	-1	$ 5,454.00	$ (5,454.00)
38	34 71 13	Fire Hydrant Assembly*	EA	10	1	$ 11,126.00	$ 11,126.00
41	02 41 14	Remove 8" Utility Line	LF	8,880	20	$ 26.00	$ 520.00
45	02 41 14	Grout Fill 6" Utility Line	LF	54	20	$ 9.00	$ 180.00
51	02 41 14	Remove 8" Water Valve	EA	8	1	$ 302.00	$ 302.00
55	02 41 14	Remove Small Water Meter	EA	14	3	$ 605.00	$ 1,815.00
74	33 05 61, 33 05 62	5' Drop Concrete Manhole	EA	3	1	$ 36,890.00	$ 36,890.00
75	33 05 61, 33 05 62	4' Extra Depth Concrete Manhole	VF	55	-9	$ 1,850.00	$ (16,650.00)
76	33 05 61, 33 05 62	5' Extra Depth Concrete Manhole	VF	64	9	$ 2,190.00	$ 19,710.00
92	02 41 14	Remove 4' Utility Manhole	EA	27	1	$ 2,412.00	$ 2,412.00
						TOTAL CUA QTY CHANGES:	-$155,538.00

NEW ITEMS OF WORK

		Cast in Place Manhole	EA		1	$ 17,000.00	$ 17,000.00
		18" RCP Drainage R&R	EA		1	$ 12,096.00	$ 12,096.00

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		10" Water Main Connection with Shutdown	EA		2	$ 5,200.00	$ 10,400.00
		Delay (Bore)	DAY		5	$ 16,162.00	$ 80,810.00
		Delay/Standby	DAY		6	$ 13,162.00	$ 78,972.00
Contingency funds are used at City's discretion per contract spec language						**TOTAL CAA EXISTING ITEMS:**	**$199,278.00**

PROJECT (NON-CONTIGENCTY) FUNDED CONTRACT CHANGES (CO)

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
						TOTAL PROJECT (NON-CONTIGENCTY) FUNDED EXISTING QTY CHANGES:	**$0.00**

TOTAL CO AMOUNT: **$43,740.00**

I-35 Utility Relocation (Split to US-380)

Original BID/Contract Amount:	$	17,204,177.00
Original Not To Exceed Amount:	$	18,064,385.85
Total CUA's:		$43,740.00
Total CO's:	$	-
Revised Contract Amount:	**$**	**17,247,917.00**
% of CUA Approved To-Date:		5.08%
Total Changes over Original Bid:		**0.25%**
Percent Changes over NTE:		0.00%

Docusign Envelope ID: 3AF66919-7172-4B46-A19D-4A6A2DCD88A3

THE AFOREMENTIONED CHANGE, AND WORK AFFECTED THEREBY,
IS SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

SUBMITTED BY:

DocuSigned by:
Shawn Messick
Shawn Messick, Project Manager

ACCEPTED BY CITY ENGINEER/DIRECTOR OF CAPITAL PROJECTS

Signed by:
Trevor Crain
Signature

ACCEPTED BY CONTRACTOR: Jon Dorma VP precon
Name, Title

DocuSigned by:
Jon Dorma
Signature

PURCHASING:

DocuSigned by:
Gabby Leeper 8/9/2024
Signature

Docusign Envelope ID: DC9B603E-1496-4229-BCA2-B6AF65B48E99

CITY OF DENTON

DocuSign Transmittal Coversheet

File Name	7968-004 Utility Relocation I35 Split to 380 CO#2
Purchasing Contact	Cori Power

DS

Docusign Envelope ID: DC9B603E-1496-4229-BCA2-B6AF65B48E99

CITY OF DENTON CHANGE ORDER FORM

City of Denton - Capital Projects
401 N Elm Street
Denton, TX 76201
Attn: Shawn Messick-Capital Projects

Contractor: Oscar Renda Contracting
1100 Kubota Dr.
Grapevine, TX 76051
David Gosdzinski

Project: I-35 Utility Relocation (Split to US-380)
CO NO. 2
IFB# 7968-004
CIP/ENG# 220003-1
PO #: 204405

Notice To Proceed Issued:	Current Completion Date:	New Completion Date:
10/16/2023	7/31/2024	7/31/2024

Contract BID Amount:	$ 17,204,177.00	Prior Approved Other Funded CO's:	$ -
Contingency Amount:	$ 860,208.85	Current Contract Amount w CO's:	$ 17,247,917.00
Total NTE Amount :	$ 18,064,385.85	This CO Other Funding Request:	$ -
Prior Approved CUA's:	$ 43,740.00	Total Change Request:	**$ 16,716.00**
Available Contingency:	$ 816,468.85		
This CUA Request:	$ 16,716.00		
Contingency Remaining:	$ 799,752.85		

Orig Contract Days:	180	This CO Days Request:	0
Approved CO Days:	109	New Contract Days:	289

PROJECT SCOPE AND REASON FOR CHANGE

Project Scope included in Contract: Relocation of 10,200 LF of water and wastewater utilities along I-35

Reason for change:

PCO 2:
CO 2 SS E - Redesign and rework due to percent fall correction
CO6 SS F - Removal of bore and use of existing line
CO7 WLE - Removal of bore and material change
CO8 SSH & WLG - Removal of bore, change to open cut, material changes

CONTINGENCY USE AUTHORIZED (CUA) CONTRACT CHANGES

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
3	3201.013	Concrete Paving Repair for Utility Trench*	SY	2392	35	$ 300.00	$ 10,500.00
4	3201.007	Flexible Paving Repair for Utility Trench*	SY	555	355	$ 150.00	$ 53,250.00
9	33 01 50	Manhole Adjustment, Minor	EA	1	1	$ 20,171.00	$ 20,171.00
12	3305.021	Trench Safety	LF	6,677	180	$ 5.00	$ 900.00
13	33 05 07	18" Casing by Open Cut*	LF	20	80	$ 555.00	$ 44,400.00
14	3305.028	18" Casing by Other Than Open Cut*	LF	688	-100	$ 830.00	$ (83,000.00)
15	3305.029	24" Casing by Other Than Open Cut*	LF	1,043	-289	$ 1,150.00	$ (332,350.00)
17	3305.098	8" DIP Water Carrier Pipe	LF	708	-20	$ 548.00	$ (10,960.00)
18	3305.099	12" DIP Water Carrier Pipe	LF	1,043	-94	$ 674.00	$ (63,356.00)
21	3314.142	6" PVC Water Pressure Pipe	LF	27	40	$ 642.00	$ 25,680.00
22	3314.142	8" PVC Water Pressure Pipe	LF	4,433	-52	$ 186.00	$ (9,672.00)
23	3314.146	12" PVC Water Pressure Pipe	LF	1,704	80	$ 324.00	$ 25,920.00
24	3314.310	1" Water Service*	EA	6	1	$ 5,354.00	$ 5,354.00
25	3314.318	2" Water Service	EA	13	2	$ 8,916.00	$ 17,832.00
27	3314.327	6" Gate Valve*	EA	2	1	$ 3,786.00	$ 3,786.00
29	3314.329	12" Gate Valve*	EA	8	-1	$ 9,084.00	$ (9,084.00)
63	3305.021	Trench Safety	LF	3,711	519	$ 5.00	$ 2,595.00
64	3305.028	18" Casing by Other Than Open Cut*	LF	177	20	$ 702.00	$ 14,040.00
67	3305.046	8" PVC Sanitary Sewer Carrier Pipe	LF	177	-1	$ 476.00	$ (476.00)
68	3305.047	10" PVC Sanitary Sewer Carrier Pipe	LF	533	-434	$ 518.00	$ (224,812.00)
75	3305.132	4' Extra Depth Concrete Manhole	VF	46	10	$ 1,850.00	$ 18,500.00
81	33 31 14	8" PVC Gravity Sewer Pressure Pipe	LF	1,348	278	$ 198.00	$ 55,044.00
82	33 31 14	10" PVC Gravity Sewer Pressure Pipe	LF	51	540	$ 218.00	$ 117,720.00
83	33 31 14	6" Sewer Service	EA	10	1	$ 7,242.00	$ 7,242.00
85	0241.030	Remove 8" Utility Line	LF	1,883	340	$ 26.00	$ 8,840.00
92	0241.050	Remove 4' Utility Manhole	EA	28	6	$ 2,412.00	$ 14,472.00
						TOTAL CUA QTY CHANGES:	-$287,464.00

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NEW ITEMS OF WORK							
		Asphalt Haul Off	SY		355	$ 20.00	$ 7,100.00
		Pothole for Design	EA		1	$ 10,000.00	$ 10,000.00
		Cast in Place 4' Dia MH	EA		1	$ 17,000.00	$ 17,000.00
		Connect to Exisiting 10" SS with Couplings	EA		2	$ 7,500.00	$ 15,000.00
		16" Split Casing	LF		144	$ 595.00	$ 85,680.00
		Delays (Bore/ELB)	DAY		10	$ 16,100.00	$ 161,000.00
		CLSM Cap	EA		60	$ 140.00	$ 8,400.00
Contingency funds are used at City's discretion per contract spec language						**TOTAL CUA NEW ITEMS:**	**$304,180.00**

OTHER FUNDED CONTRACT CHANGES (CO)

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
						TOTAL OTHER FUNDED QTY CHANGES:	**$0.00**

NEW ITEMS OF WORK

						TOTAL OTHER FUNDED NEW ITEMS:	**$0.00**

TOTAL CO AMOUNT: **$16,716.00**

I-35 Utility Relocation (Split to US-380)

Original BID/Contract Amount:	$	17,204,177.00
Original Total Not To Exceed Amount:	$	18,064,385.85
Total CUA's:	$	60,456.00
Total CO's:	$	-
Revised Contract Amount:	**$**	**17,264,633.00**
% of CUA Approved To-Date:		7.03%
Total Change Order over Original Bid:		**0.35%**
Percent Changes over NTE:		**0.00%**

THE AFOREMENTIONED CHANGE, AND WORK AFFECTED THEREBY,
IS SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

SUBMITTED BY:

Signed by: Shawn Messick 99E36DF592734E4...
Shawn Messick, Project Manager

ACCEPTED BY CITY ENGINEER/DIRECTOR OF CAPITAL PROJECTS

Signed by: Trevor Crain 7B46EEAB11BC4F2...
Signature

ACCEPTED BY CONTRACTOR: Jon Dorma VP of Precinstruction
Name, Title

DocuSigned by: Jon Dorma 5E0F85A4FB14F4...
Signature

PURCHASING:

DocuSigned by: Cori Power 5F1FE1663F7B4FE... 10/15/2024
Signature

Docusign Envelope ID: 4F8B16FA-54C9-4861-8958-C79D67CFC282

DocuSign Transmittal Coversheet

File Name	7968-004 - Utility Relocation (I35 Split to US380) CO#3
Purchasing Contact	Cori Power

Docusign Envelope ID: 4F8B16FA-54C9-4861-8958-C79D67CFC282

CITY OF DENTON CHANGE ORDER FORM

City of Denton - Capital Projects
401 N Elm Street
Denton, TX 76201
Attn: Shawn Messick-Capital Projects

Contractor: Oscar Renda Contracting
1100 Kubota Dr.
Grapevine, TX 76051
David Gosdzinski

Project: I-35 Utility Relocation (Split to US-380)
CUA NO. 3
IFB# 7968-004
CIP/ENG# 220003-1
PO #: 204405

Notice To Proceed Issued:	Current Completion Date:	New Completion Date:
10/16/2023	7/31/2024	7/31/2024

Contract BID Amount:	$ 17,204,177.00	Prior Approved Other Funded CO's:	$ -
Contingency Amount:	$ 860,208.85	Current Contract Amount w CO's:	$ 17,264,633.00
Total NTE Amount :	$ 18,064,385.85	This CO Other Funding Request:	$ -
Prior Approved CAA's:	$ 60,456.00	Total Change Request:	**$ 51,750.00**
Available Contingency:	$ 799,752.85		
This CAA Request:	$ 51,750.00	Orig Contract Days: 180	This CO Days Request: 0
Contingency Remaining:	$ 748,002.85	Approved CO Days: 109	New Contract Days: 289

PROJECT SCOPE AND REASON FOR CHANGE

Project Scope included in Contract: Relocation of 10,200 LF of water and wastewater utilities along I-35

Reason for change:

PCO 3:
CO11 - Cast in Place Manhole Repairs

CONTINGENCY ALLOWANCE AUTHORIZED (CAA) CONTRACT CHANGES

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
						TOTAL CAA QTY CHANGES:	$0.00

NEW ITEMS OF WORK

		Cast in Place Manhole Repairs	LS		1	$ 51,750.00	$ 51,750.00
							$ -
Contingency funds are used at City's discretion per contract spec language						TOTAL CAA NEW ITEMS:	$51,750.00

OTHER FUNDED CONTRACT CHANGES (CO)

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
						TOTAL OTHER FUNDED QTY CHANGES:	$0.00

NEW ITEMS OF WORK

						TOTAL OTHER FUNDED NEW ITEMS:	$0.00

TOTAL CO AMOUNT: $51,750.00

I-35 Utility Relocation (Split to US-380)

Original BID/Contract Amount:	$ 17,204,177.00
Original Total Not To Exceed Amount:	$ 18,064,385.85
Total CAA's:	$ 112,206.00
Total CO's:	$ -
Revised Contract Amount:	**$ 17,316,383.00**
% of CAA Approved To-Date:	13.04%
Total Change Order over Original Bid:	**0.65%**
Percent Changes over NTE:	**0.00%**

THE AFOREMENTIONED CHANGE, AND WORK AFFECTED THEREBY,
IS SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

SUBMITTED BY:

Signed by:
Shawn Messick
99F360D5587734E4...
Shawn Messick, Project Manager

ACCEPTED BY CITY ENGINEER/DIRECTOR OF CAPITAL PROJECTS

Signed by:
Seth Garcia
A13701F6BC954FC...
Signature

ACCEPTED BY CONTRACTOR: RUDY V. RENDA Co-COO/EVP
Name, Title

Signed by:
685489F60DA54C7...
Signature

PURCHASING:

DocuSigned by:
Cori Power 7/16/2025
5F4FE1663F7B4FE...
Signature

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 4 TO THE CONTRACT BETWEEN THE CITY OF DENTON AND OSCAR RENDA CONTRACTING, INC., FOR THE CONSTRUCTION AND MOVEMENT OF PUBLIC WATER/WASTEWATER UTILITIES IN SUPPORT OF TXDOT'S I-35 WIDENING FROM THE SPLIT TO US-380 FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (IFB 7968-004 – CHANGE ORDER NO. 4 IN THE NOT-TO-EXCEED AMOUNT OF $2,722,204.25, FOR A TOTAL CONTRACT AWARD AGGREGATED TO $20,038,587.25).

WHEREAS, on August 15, 2023, by Ordinance No. 23-1490, the City Council awarded a contract to Oscar Renda Contracting, Inc., in the amount of $18,064,385.85, for the construction and movement of public water/wastewater utilities in support of TxDOT's I-35 widening from the split to US-380 for the Capital Projects Department; and

WHEREAS, on August 9, 2024, Purchasing awarded Change Order No. 1 to Oscar Renda Contracting, Inc., in the amount of $43,740.00, for the construction and movement of public water/wastewater utilities in support of TxDOT's I-35 widening from the split to US-380 for the Capital Projects Department; and

WHEREAS, on October 15, 2024, Purchasing awarded Change Order No. 2 to Oscar Renda Contracting, Inc., in the amount of $16,716.00, for the construction and movement of public water/wastewater utilities in support of TxDOT's I-35 widening from the split to US-380 for the Capital Projects Department; and

WHEREAS, on July 16, 2025, Purchasing awarded Change Order No. 3 to Oscar Renda Contracting, Inc., in the amount of $51,750.00, for the construction and movement of public water/wastewater utilities in support of TxDOT's I-35 widening from the split to US-380 for the Capital Projects Department; and

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

WHEREAS, the Staff having recommended, and the City Manager having recommended to the Council that a change order be authorized to amend such contract agreement with respect to the scope of work and an increase in the payment amount; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Change Order No. 4, increasing the amount of the contract between the City and Oscar Renda Contracting, Inc., which is on file in the office of the Purchasing Agent, in the amount of Two Million Seven Hundred Twenty-Two Thousand Two Hundred Four and 25/100 ($2,722,204.25) dollars, is hereby approved and the expenditure of funds therefore is hereby

authorized in accordance with said change order. The total purchase order amount increases to $20,038,587.25.

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

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 784FFC3B-1111-4963-9FD5-04602344B116

Docusign City Council Transmittal Coversheet

IFB	7968-004
File Name	I-35 Utility Relocation (Split to US-380)
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 784FFC3B-1111-4963-9FD5-04602344B116

CITY OF DENTON CHANGE ORDER FORM

City of Denton - Capital Projects
401 M. Elm Street
Denton, TX 76201
Shawn Messick, Project Manager

Contractor: Oscar Renda Contacting
1100 Kubota Dr.
Grapevine, TX 76051
Richard Olmos

Project: **I-35 Utility Relocation (Split to US-380)**
CHANGE ORDER NO. **4**
CSP/IFB# 7968-004 CIP/ENG# 220003-1 PO #:

Notice To Proceed Issued:	Current Completion Date:	New Completion Date:
10/16/2023	7/31/2024	2/24/2025

Contract BID Amount:	$ 17,204,177.00	Prior Approved Other Funded CO's:	$ -
Contingency Amount:	$ 860,208.85	Current Contract Amount w CUA & CO's:	$ 17,316,383.00
Total NTE Amount :	$ 18,064,385.85	This CO Other Funding Request:	**$ 2,722,204.25**
Prior Approved CUA's:	$ 112,206.00	Total Change Request:	**$ 2,722,204.25**
Available Contingency:	$ -		
This CUA Request:	$ -	Orig Contract Days: 180	This CO Days Request: 208
Contingency Remaining:	$ -	Approved CO Days: 109	New Contract Days: 497

PROJECT SCOPE AND REASON FOR CHANGE

Project Scope included in Contract: Relocation of 10,200 LF of water and wastewater utilities along I-35

Reason for change:

Addresses the construction sequencing of several water and wastewater lines. Due to the timing of easement acquisition for one parcel, specifically, work on that parcel was rescheduled, which would be after the original construction completion date. This adjustment subsequently impacted the installation schedule for several upstream lines, as the final design required a reversal of the flow direction. This rescheduling of work required the contractor to stay on site for a longer period then anticipated and to mobilize back and forth between several different sites on each side of I-35.

CONTINGENCY USE AUTHORIZED (CUA) CONTRACT CHANGES

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
						TOTAL CUA QTY CHANGES:	$0.00

NEW ITEMS OF WORK

Contingency funds are used at City's discretion per contract spec language — TOTAL CUA NEW ITEMS: $0.00

OTHER FUNDED CONTRACT CHANGES (CO)

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
						TOTAL OTHER FUNDED QTY CHANGES:	$0.00

NEW ITEMS OF WORK

		Labor	LS		1	$ 1,266,634.58	$ 1,456,629.77
		Equipment	LS		1	$ 909,243.68	$ 1,045,630.23
		Subcontractor	LS		1	$ 183,801.65	$ 192,991.73
		Bond/Insurance	LS		1	$ 26,952.52	$ 26,952.52
						TOTAL OTHER FUNDED NEW ITEMS:	$2,722,204.25

TOTAL CO AMOUNT: $2,722,204.25

Original BID/Contract Amount:	$ 17,204,177.00
Original Total Not To Exceed Amount:	$ 18,064,385.85
Total CUA's:	$ 112,206.00
Total CO's:	$ 2,722,204.25
Revised Contract Amount:	**$ 20,038,587.25**
% of CUA Approved To-Date:	13.04%
Total Change Order over Original Bid:	**16.48%**
Percent Changes over NTE:	15%

Docusign Envelope ID: 784FFC3B-1111-4963-9FD5-04602344B116

THE AFOREMENTIONED CHANGE, AND WORK AFFECTED THEREBY, IS SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS. ADDITIONALLY, CONTRACTOR'S EXECUTION OF THIS CHANGE ORDER WAIVES AND RELEASES ALL CLAIMS FOR DELAY DAMAGES, DISRUPTION, IMPACT, EXTENDED, AND TIME-RELATED COSTS FOR ANY WORK SET FORTH IN THIS CHANGE ORDER, KNOWN AND UNKNOWN.

SUBMITTED BY:

Signed by: Aaron Skinner
BB8DC7BDD5BB42A...
Signature

ACCEPTED BY CITY ENGINEER/DIRECTOR OF CAPITAL PROJECTS

Signed by: Seth Garcia
A13701F6BC954FC...
Signature

ACCEPTED BY CONTRACTOR: RUDY V. RENDA Co-COO/EVP
Name, Title

Signed by:
685489F60DA54C7...
Signature

CITY MANAGER:

Signature

ATTEST: CITY SECRETERY

Signature

APPROVED AS TO LEGAL FORM:

Signed by: Leah Bush
3A6254145BDA469...
Signature

Certificate Of Completion

Envelope Id: 784FFC3B-1111-4963-9FD5-04602344B116
Status: Sent
Subject: Please DocuSign: City Council Contract 7968-004 I-35 Utility Relocation (Split to US-380)
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
4/16/2026 4:42:47 PM
Holder: Cori Power
cori.power@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 4/16/2026 4:47:58 PM Viewed: 4/16/2026 4:48:10 PM Signed: 4/16/2026 4:48:21 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/16/2026 4:48:23 PM Viewed: 4/17/2026 8:50:09 AM Signed: 4/17/2026 8:56:14 AM
Aaron Skinner Aaron.Skinner@cityofdenton.com Sr. Project Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/17/2026 12:08:05 PM ID: e099d023-8889-485f-a61d-264d9a22b265	 Signature Adoption: Pre-selected Style Using IP Address: 2600:6c56:7d00:29c:ed8e:3ce:97d6:63a0	Sent: 4/17/2026 8:56:16 AM Resent: 4/17/2026 11:50:42 AM Viewed: 4/17/2026 12:08:05 PM Signed: 4/17/2026 12:08:17 PM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 63.196.246.33	Sent: 4/17/2026 12:08:21 PM Viewed: 4/20/2026 1:26:44 PM Signed: 4/20/2026 2:33:15 PM

Signer Events	Signature	Timestamp
RUDY V. RENDA rudy@southlandholdings.com Co-COO/EVP Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/20/2026 4:33:54 PM ID: f90ac0a6-ab2e-4009-afab-ab6ff01033b2	Signed by:  685489F60DA54C7... Signature Adoption: Drawn on Device Using IP Address: 50.225.52.177 Signed using mobile	Sent: 4/20/2026 2:33:18 PM Viewed: 4/20/2026 4:33:54 PM Signed: 4/20/2026 4:34:37 PM
Seth Garcia Seth.Garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/20/2026 4:46:19 PM ID: 55609e87-7dbb-440a-a882-cdb9cd7580f8	Signed by:  A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 2600:6c56:7d00:36d:705a:29c1:75fd:3478 Signed using mobile	Sent: 4/20/2026 4:34:40 PM Viewed: 4/20/2026 4:46:19 PM Signed: 4/20/2026 4:46:35 PM
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		Sent: 4/20/2026 4:46:38 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

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

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: 4/16/2026 4:48:23 PM
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	COPIED	Sent: 4/20/2026 4:46:37 PM Viewed: 4/22/2026 9:32:50 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Shawn Messick Shawn.Messick@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/16/2026 9:49:51 AM ID: 1336d055-3c73-4bc6-8ff5-2c8ac660d288		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	4/17/2026 11:50:41 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, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•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.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Halff Associates, Inc., for the development of a Pecan Creek Storm Water Master Plan update for the Drainage Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-016 – Professional Services Agreement for assessment services awarded to Halff Associates, Inc., in the not-to-exceed amount of $1,057,370.00). The Public Utilities Board will consider this item on Monday, May 18, 2026.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

The City of Denton does not have a city-wide storm water master plan (SWMP) to guide and prioritize capital projects. A Storm Water Master Plan Needs Assessment was completed in 2023 with the intent of identifying the areas of the City in most need of improvement and allowing future investments toward developing a SWMP to be focused on the most critical areas of the City. The Pecan Creek drainage basin is being prioritized to receive the first basin-wide master plan effort because of the ageing infrastructure within the basin and the large concentration of drainage hot-spots identified during the SWMP Needs Assessment. The Pecan Creek Master Plan will include the following ten (10) tasks:

Task 1	Project Administration	$62,750
Task 2	Data Collection	11,010
Task 3	Condition Assessment Program Development	111,130
Task 4	Existing Conditions H&H Analysis	251,380
Task 5	Conceptual Alternative Analysis	359,220
Task 6	Benefit Cost Analysis (BCA)	32,670
Task 7	Public Outreach	26,870
Task 8	Reporting	62,860
Task 9	Field Survey	86,500
Task 10	Grant Assistance	52,980
		$ 1,057,370

Staff from the Engineering Department reviewed and scored five (5) statements of qualifications submitted by firms listed on the pre-qualified engineer list, resulting in Halff Associates being awarded the most points, and therefore being selected for this project. Halff Associates has provided an estimated project timeline of 12 months to completion after receiving a notice to proceed.

Water Utilities initiated the selection process for an engineering firm to design the Pecan Creek Storm Water Master Plan update project by utilizing the approved RFQ 8377 pre-qualified list of firms specializing in Wastewater, Water, and Drainage Infrastructure. A request for supplementary qualifications was requested from the six pre-qualified firms for the project: Kimley-Horn and Associates, Inc., Freese and Nichols, Inc., Halff Associates, Inc., HR Green, Inc., Gresham, Smith and Partners, and Binkley & Barfield, Inc. Five (5) statements of additional qualifications were received and evaluated based on criteria including overall experience and qualification of the firm, past performance and relevant experience on similar projects, availability and experience of the proposed staff members. Based on this evaluation, the recommendation is to award to Halff Associates Inc. They proved a strong track record in preparing stormwater master plans and leveraging grant funding opportunities, and their expertise will support the successful and efficient delivery of critical water utility projects.

Request for Qualifications for architectural firms for professional engineering services for various vertical capital infrastructure-related projects within the City of Denton for the Capital Projects Department was solicited using the City's formal solicitation process. City Council approved a pre-qualified list of professional service firms on February 20, 2024 (Ordinance 24-276).

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 20, 2024, City Council approved RFQ 8377 for state-certified engineers for professional engineering services for various capital infrastructure-related projects within the City of Denton for the Capital Improvements Department (Ordinance 24-276).

On May 18, 2026, this item will be presented to the Public Utilities Board (PUB) for consideration.

RECOMMENDATION

Award a contract with Halff Associates, Inc., for the development of a Pecan Creek Storm Water Master Plan for the Drainage Department, in a not-to-exceed amount of $1,057,370.

PRINCIPAL PLACE OF BUSINESS

Halff Associates, Inc.
Richardson, TX

ESTIMATED SCHEDULE OF PROJECT

This project's projected completion is estimated to be July 2027.

FISCAL INFORMATION

These services will be funded from a combination of the accounts listed below.

655053455.1360.30100	Pecan Creek Watershed Pre-design	$985,691.75
650170561.1360.30100	Pecan Creek Storm Water Master	$71,678.25

Requisition #174640 has been entered into the Purchasing software system in the amount of $1,057,370. The budgeted amount for this item is $1,057,370.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Mike Linder, 940-349-8942.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. _____

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

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Halff Associates, Inc., to provide professional design services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 66EA72AF-F6E7-40AD-A4E2-FBC647A01610

Docusign City Council Transmittal Coversheet

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

Initial
LH

Docusign Envelope ID: 66EA72AF-F6E7-40AD-A4E2-FBC647A01610

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

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

SECTION 1
Scope of Services

A. The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.

B. Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2
Compensation and Term of Agreement

A. The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed $1,057,370 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.

B. Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

Docusign Envelope ID: 66EA72AF-F6E7-40AD-A4E2-FBC647A01610

A. Invoice and Payment

(1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment A to reasonably substantiate the invoices.

(2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.

(3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.

(4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

(5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4
Obligations of the Engineer

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

(1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and

(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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C. Subsurface Investigations

(1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.

(2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

(1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

(2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the

Docusign Envelope ID: 66EA72AF-F6E7-40AD-A4E2-FBC647A01610

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

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

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

(1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.

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

G. Construction Progress Payments

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

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H. Record Drawings

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

I. Right to Audit

(1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.

(2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.

(3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

J. INSURANCE

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

(1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

(2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

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

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

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

SECTION 5
Obligations of the City

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

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F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

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(1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.

(2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

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

K. Changes

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

SECTION 6
General Legal Provisions

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

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D. Termination

(1) This AGREEMENT may be terminated:

a. by the City for its convenience upon 30 days' written notice to ENGINEER.

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

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

a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;

b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;

c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

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

L. Prohibition on Contracts with Companies Boycotting Israel

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

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

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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

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under this provision will be considered a material breach.

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

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

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

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

Q. Prohibition Against Personal Interest in Contracts

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

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R. Certificate of Interested Parties Electronic Filing

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

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

The contractor shall:

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

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

S. Agreement Documents

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

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

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

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

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

BY:
ENGINEER
Halff Associates, Inc.

Signed by:
Scott Rushing Vice President
Authorized Agent, Title

Full Name: Scott Rushing

_____
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

BY:
CITY OF DENTON, TEXAS

_____
Cassey Ogden, Interim City Manager

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

Signed by:
Stephen D. Gay
FEB48BB6726E4A8...
SIGNATURE

General Manager
TITLE

Water Utilities and Street Operations.
DEPARTMENT

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

General Description

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

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

Basic Services (Lump Sum)

TASK 1: PROJECT ADMINISTRATION

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

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

TASK 2: DATA COLLECTION

Existing Information - Assumed Available

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

TASK 3: CONDITION ASSESSMENT PROGRAM DEVELOPMENT

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

Program Goals and Framework

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

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

Storm Drain Data Evaluation

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

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

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

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

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

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

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

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

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

Documentation

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

TASK 4: EXISTING CONDTIONS H&H ANALYSIS

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

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

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Table 1: Study Streams

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

b. Cross section geometry will be extracted from the 2020 Denton County Lidar data and supplemented with field survey at surveyed crossings.

c. Bridge/Culvert crossings will be input based on field survey or as-built record drawings where available.

d. Compute HEC-RAS profiles for all simulated storm events.

e. Compute floodways for all streams with current effective FEMA floodways. Upstream and downstream floodway extents will match the current effective FEMA floodway limits.

f. Detailed floodplain mapping will be delineated for the 100-year and 500-year floodplains and the floodway for regulatory purposes.

g. General floodplain mapping will be delineated for the 2-, 5-, 10-, 25-, and 50-year floodplains to understand the level of service at potentially flooded structures.

h. Intersect building planimetrics with floodplain mapping to identify potentially flooded structures and flooding hotspot locations from riverine sources.

3. Existing Conditions Flood Losses

   a. Develop existing conditions annualized flood losses for a “do nothing” scenario using the FEMA BCA Toolkit for potentially flooded structures within the Pecan Creek Watershed. Finished flood elevations will be estimated using 2020 Denton County Lidar data. Building footprints will be based on the TWDB GIS Data Hub and will be reviewed and updated based on the latest aerial imagery. Flood elevations will be estimated from models developed under this contract and other available models within the watershed.

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TASK 5: CONCEPTUAL ALTERNATIVES ANALYSIS

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

Environmental Evaluation

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

Waters of the United States Desktop Evaluation

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

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Section 404/Nationwide Permit Assessment

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

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

Baseline Cultural Resources Assessment

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

Environmental Evaluation Deliverables

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

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

Task 6: Benefit Cost Analysis (BCA)

FEMA BCA

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

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

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

TASK 7: PUBLIC OUTREACH

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

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

TASK 8: REPORTING

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

Special Services (Hourly Not-to-Exceed)

TASK 1: FIELD SURVEY

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

Field Survey

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

TASK 2: GRANT ASSISTANCE

Grant Opportunity Assessment Report

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

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

Provide Strategic Guidance to Pre-Position for Selected Grants

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

Task 2 Deliverables

- Digital PDF Copy of Grant Opportunity Assessment Report

Exclusions

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

SERVICES EXCLUDED FROM THE SCOPE

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

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

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

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Attachment B

Pecan Creek Stormwater Master Plan

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

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Attachment B

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

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Attachment C
INSURANCE REQUIREMENTS

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

STANDARD PROVISIONS:

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

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

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees, and volunteers; or, the ENGINEER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees, and volunteers on commercial general liabilities (CGL) and automobile liability policies.

    - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

    - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the ENGINEER shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

A. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>

Commercial General Liability Insurance including, but not limited to,

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

B. PROFESSIONAL LIABILITY INSURANCE

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

SUBCONTRACTING LIABILITY

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

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

Docusign Envelope ID: 66EA72AF-F6E7-40AD-A4E2-FBC647A01610

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.
By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

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

Halff Associates, Inc.

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signed by: Scott Rushing 560D1E9BAB4F465...

Signature of vendor doing business with the governmental entity

4/16/2026

Date

Docusign Envelope ID: 66EA72AF-F6E7-40AD-A4E2-FBC647A01610

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 66EA72AF-F6E7-40AD-A4E2-FBC647A01610
Status: Sent
Subject: Please DocuSign: City Council Contract 8377-016 Pecan Creek Storm Water Master Plan
Source Envelope:
Document Pages: 34
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Gabby Leeper
901B Texas Street
Denton, TX 76209
Gabby.Leeper@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
4/15/2026 1:32:26 PM
Holder: Gabby Leeper
Gabby.Leeper@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Gabby Leeper Gabby.Leeper@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 4/15/2026 1:35:25 PM Viewed: 4/15/2026 1:35:36 PM Signed: 4/15/2026 1:36:18 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/15/2026 1:36:21 PM Viewed: 4/15/2026 1:37:09 PM Signed: 4/15/2026 1:39:02 PM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Leah Bush 3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 4/15/2026 1:39:05 PM Viewed: 4/15/2026 3:06:08 PM Signed: 4/15/2026 3:22:00 PM
Scott Rushing srushing@halff.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/15/2026 3:36:43 PM ID: 95f3c483-4229-4d44-b863-17483c2c04c2	Signed by: Scott Rushing 560D1E9BAB4F465... Signature Adoption: Pre-selected Style Using IP Address: 4.1.252.178	Sent: 4/15/2026 3:22:02 PM Viewed: 4/15/2026 3:36:43 PM Signed: 4/16/2026 8:36:20 AM

Signer Events	Signature	Timestamp
Stephen D. Gay Stephen.Gay@cityofdenton.com General Manager Water Utilities Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/17/2026 9:11:10 AM ID: e41f7c5c-5526-45f4-a4df-742588ee0744	Signed by:  FEB48BB9726E4A9... Signature Adoption: Pre-selected Style Using IP Address: 65.222.164.2	Sent: 4/16/2026 8:36:23 AM Viewed: 4/17/2026 9:11:10 AM Signed: 4/17/2026 9:14:46 AM
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		Sent: 4/17/2026 9:14:50 AM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

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: 4/15/2026 1:36:20 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/17/2026 9:14:49 AM Viewed: 4/17/2026 3:06:02 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Mike Linder mike.linder@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/1/2026 3:52:21 PM ID: e800f791-0963-4229-845d-f12f1ac94dd9		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/15/2026 1:35:25 PM

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, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•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.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Online Information Services, Inc., for fraud detection and credit risk assessment for the Customer Service Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 9001 – awarded to Online Information Services, Inc., in the five (5) year not-to-exceed amount of $320,000.00). The Public Utilities Board will consider this item on Monday, May 18, 2026.

INFORMATION/BACKGROUND

A ruling known as the Identity Theft Red Flag Regulation was jointly issued by the Federal Trade Commission, Office of Thrift Supervision, and several other governing agencies, implementing Section 114 of the Fair and Accurate Credit Transaction Act of 2003 (FACT ACT) that came in to effective May 1, 2009.

As part of compliance with federal guidelines, the City of Denton Utilities Customer Service has to provide fraud protection, credit risk assessment, and debit recovery solutions. Use of a system allows the City to verify the identity of customers via telephone in order to reduce the opportunity for identity fraud in accordance with federal law. This service is utilized when a new account is set up and any time a new person is added to an account as an authorized party. Historically, the City has spent $51,314 a year for these services, but expects an increase in usage over the contract term due to growth.

Year	Estimate Expenditure
Year 1	$55,000
Year 2	$55,000
Year 3	$55,000
Year 4	$55,000
Year 5	$55,000
Contingency	$45,000
Total	**$320,000**

Request for Proposals was sent to 263 prospective suppliers of this item, including four (4) Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. Three (3) proposals were received and evaluated based upon published criteria, including compliance with specifications, schedule, probable performance, and price.

Best and Final Offers (BAFO) were requested from the top firm. Based upon this evaluation, Online Information Services, Inc. was ranked the highest and determined to be the best value for the City.

NIGP Code Used for Solicitation:	943 - (Service Only) - Financial Services
Notifications sent for Solicitation sent in IonWave:	263
Number of Suppliers that viewed Solicitation in IonWave:	7
HUB-Historically Underutilized Business Invitations sent out:	35
SBE-Small Business Enterprise Invitations sent out:	56
Responses from Solicitation:	3

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 18, 2026, this item will be presented to the Public Utilities Board (PUB) for consideration.

RECOMMENDATION

Award a contract with Online Information Services, Inc., for fraud detection and credit risk assessment for the Customer Service Department, in a five (5) year not-to-exceed amount of 320,000.

PRINCIPAL PLACE OF BUSINESS

Online Information Services, Inc.
Winterville, NS

ESTIMATED SCHEDULE OF PROJECT

This is a five (5) year contract.

FISCAL INFORMATION

These services will be funded from Customer Service Department account 870100.7866. Requisitions will be entered on an as-needed basis. The budgeted annual amount for this item is $55,000. $265,000 will be budgeted in future fiscal years to align with the contract terms and expenditures. The expenditure is a recurring cost and will create recurring obligations. The City will only pay for items purchased and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Pricing Evaluation
Exhibit 3: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Christa Foster, 940-349-7412.

Legal point of contact: Leah Bush at 940-349-8333.

Exhibit 2
RFP 9001 - Pricing Evaluation for Fraud Protection Credit Risk Assessment and Debt Recovery

				ONLINE Information Services, Inc.		Salter Elite Consulting		Demi Woods LLC	
			Respondent's Business Name:						
			Principal Place of Business (City and State):	Winterville, NC		Houston, TX		Austin, TX	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Monthly Service Fee	12	Monthly	**$0.00**	**$0.00**	$2,450.00	$29,400.00	$350.00	$4,200.00
2	Individual Applicant Reports (Please price for all options).	14,174	EA	**$2.03**	**$28,773.22**	$1.65	$23,387.10	$50.00	$708,700.00
3	Skip Tracing (Please price for all options).	15	EA	**$0.27**	**$4.05**	$6.50	$97.50	$50.00	$750.00
3 ALT1	Social Search	1	EA	**$1.26**	**$1.26**				
4	Business Applicant Reports (Please price for all options).	780	EA	**$20.96**	**$16,348.80**	$3.95	$3,081.00	$45.00	$35,100.00
4 ALT1	ONLINE Business Verification Report	1	EA	**$10.00**	**$10.00**				
5	Initial Set Up Cost	1	EA	**$0.00**	**$0.00**	$3,500.00	$3,500.00	$0.00	$0.00
6	**Optional Services**								
7	Mail/Email Letter Notification to Applicant (Please price for all options)	1	EA	**$1.55**	**$1.55**	$1.50	$1.50	$1.55	$1.55
			Total Price	**$45,138.88**		$59,467.10		$748,751.55	

Evaluation

Item #	**Standard Criteria**	**ONLINE Utility Exchange, Inc.**	Salter Elite Consulting	Demi Woods LLC
1	Delivery/Project Schedule - 20%	**20.00**	14.67	4.00
2	Compliance with Specifications - 20%	**20.00**	13.33	4.00
3	Probable Performance - 20%	**18.67**	10.67	8.00
4	Price, Total Cost of Ownership - 40%	**40.00**	30.36	2.41
	Total Score:	**98.67**	69.03	18.41

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ONLINE INFORMATION SERVICES, INC., FOR FRAUD DETECTION AND CREDIT RISK ASSESSMENT FOR THE CUSTOMER SERVICE DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 9001 – AWARDED TO ONLINE INFORMATION SERVICES, INC., IN THE FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $320,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for fraud detection and credit risk assessment for the Customer Service Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

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

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the "Request Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

RFP NUMBER	CONTRACTOR	AMOUNT
9001	Online Information Services, Inc.	$320,000.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. 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 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

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Docusign City Council Transmittal Coversheet

RFP	9001
File Name	Fraud Protection, Credit Risk Assessment, and Debt Recovery
Purchasing Contact	Christina Dormady
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 0F00A2A7-AA52-40EA-9A89-D3DD6EC42B8A

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND ONLINE INFORMATION SERVICES, INC.
(Contract #9001)

THIS CONTRACT is made and entered into this date _____, by and between ONLINE INFORMATION SERVICES, INC. a NORTH CAROLINA corporation, whose address 202 W FIRETOWER RD, WINTERVILLE, NC 28590, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide services in accordance with the City's RFP# Fraud Protection, Credit Risk Assessment, and Debt Recovery, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton's RFP 9001 (the "Solicitation") **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Certificate of Interested Parties Electronic Filing **(Exhibit "D");**
(e) Insurance Requirements **(Exhibit "E");**
(f) Contractor's Proposal ("Contractor's Offer") **(Exhibit "F")**;
(g) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "G")**

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

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 Contract, 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 Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies
Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is

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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 Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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 Contract, 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 this 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.

Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 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 Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract 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.

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 2275, 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.

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.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in the year and day first above written.

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BY:
CONTRACTOR
ONLINE INFORMATION SERVICES, INC.

DocuSigned by:
JW Blair
3F1856DE7C2B4D6...
Authorized Signature

Printed Name: JW Blair

Title: President

Email Adress: jw@onlineis.com

2026-1449290
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Interim City Manager

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

Signed by:
Antonio Puente, Jr.
E3760944C2BF4B5...
SIGNATURE

DME General Manager
TITLE

Electric
DEPARTMENT

Contract 9001

Docusign Envelope ID: 0F00A2A7-AA52-40EA-9A89-D3DD6EC42B8A

Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $320,000. Pricing shall be per Exhibit F attached.

2. The Quantities

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

The contract term will be five (5) years, effective from date of award or notice to proceed as determined by the City of Denton Purchasing Department. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

4. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued.

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Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

5. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

6. Cooperative Purchasing

It is the intent of the City that any contract resulting from this solicitation be made available for use by other governmental entities, to the maximum extent permitted under applicable federal, state, and local laws, including, but not limited to, the *Texas Government Code Chapter 791*. The Contractor agrees to make the same pricing, terms, and conditions available to any eligible public agency, political subdivision, or governmental entity that elects to purchase under this Contract, provided that such entity issues its own purchase order or agreement referencing the City's contract. Each such participating entity shall be responsible solely for its own obligations, including issuance of purchase orders, receipt of goods or services, and payment of invoices. The City shall not be responsible for the performance or payment of any obligations incurred by such participating entities.

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Exhibit B
City of Denton's RFP 9001 File

On File at the Office of the Purchasing Agent

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Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor . No Terms and Conditions contained in the seller's proposal response, invoice, or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation or Exhibit A, this Contract shall be effective as of the date this Contract is signed by the City and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, purchase order or purchase release number, and the price agreement number, if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

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6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. **PLACE AND CONDITION OF WORK**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

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A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA) ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

Environmental Protection: The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

12. **INVOICES**:
A. The Contractor shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
B. **Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if

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applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

F. Contractor must submit invoices no later than thirty (30) calendar days after termination or expiration of the Contract. Any invoices sent after that date will be considered noncompliant and will not be approved for payment.

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;

iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or

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account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15th) calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

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17. **RIGHT TO AUDIT**:

A. The Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) 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 ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City 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 (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City 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 (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City'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.

18. **SUBCONTRACTORS**:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

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i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:
A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. **WARRANTY – TITLE**: **The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests, and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.**

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules,

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and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor

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to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**:

A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such

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ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. **FRAUD**: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract

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in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

33. **LIMITATION OF LIABILITY**: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. **INSURANCE**: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of

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Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.
B. Specific Coverage Requirements: Specific insurance requirements are contained in the Solicitation and the Insurance Exhibit.

35. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

36. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

37. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. **INDEMNIFICATION AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE**

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DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

39. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-

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for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton Code of Ordinances

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and/or State law. 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 codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. 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 Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. **NO SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

47. **NO GIFT OF PUBLIC PROPERTY**: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

48. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

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50. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract

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interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
C. The parties shall not be required to submit to binding arbitration.

54. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose

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continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. **EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:
A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined
in the ADA.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency

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determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.
D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

61. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. **PREVAILING WAGE RATES:** The Contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

64. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

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66. **ATTORNEY'S FEES; LEGAL COSTS:** Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

67. **DRUG FREE WORKPLACE:** The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

68. **CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

69. **FORCE MAJEURE:** The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

71. **NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

72. **RECORDS RETENTION:** The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit

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and litigation matters are resolved, whichever period is longer. The Contractor shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. **PROCUREMENT LAWS**: The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

74. **AUTHORITY**: Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

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

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

The Contractor shall:

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

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

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Exhibit E

INSURANCE REQUIREMENTS

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

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the 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 contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. 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 proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. 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- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the 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,

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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 or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the 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 specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of

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$1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

B. PROFESSIONAL LIABILITY INSURANCE

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

SUBCONTRACTING LIABILITY

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

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

Bid Lines

Exhibit F

1 Monthly Service Fee

Quantity: 1 UOM: Monthly Price: $0.00 Total: $0.00

Supplier Notes: Waived

2 Individual Applicant Reports (Please price for all options).

Quantity: 1 UOM: EA Price: $2.03 Total: $2.03

Supplier Notes: ONLINE Utility Exchange report. Price per applicant/SSN.

3 Skip Tracing (Please price for all options).

Quantity: 1 UOM: EA Price: $0.27 Total: $0.27

Supplier Notes: People Search

Alternate 1

Social Search

Quantity: 1 UOM: EA Price: $1.26 Total: $1.26

Manufacturer: *No response*

Manufacturer #: *No response*

4 Business Applicant Reports (Please price for all options).

Quantity: 1 UOM: EA Price: $20.96 Total: $20.96

Supplier Notes: Experian Intelliscore Report

Alternate 1

ONLINE Business Verification Report

Quantity: 1 UOM: EA Price: $10.00 Total: $10.00

Manufacturer: *No response*

Manufacturer #: *No response*

5 Initial Set Up Cost

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

6 **Optional Services**

(Line excluded from response total)

7 Mail/Email Letter Notification to Applicant (Please price for all options).

(Line excluded from response total)

Quantity: 1 UOM: EA Price: $1.55 Total: $1.55

Supplier Notes: Automated mailed Adverse Letter service

Response Total: $23.26

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Exhibit G

CONFLICT OF INTEREST QUESTIONNAIRE

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).

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.**

ONLINE Information Services, Inc.

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

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

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

_____

Name of Officer

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

Jessica F Mones

Signature of vendor doing business with the governmental entity

02/04/2026

Date

Certificate Of Completion

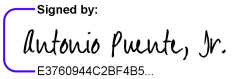
Envelope Id: 0F00A2A7-AA52-40EA-9A89-D3DD6EC42B8A
Status: Sent
Subject: Please DocuSign:City Council Contract 9001 Fraud Protection Credit Risk Assessment and Debt Recovery
Source Envelope:
Document Pages: 34
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christina Dormady
901B Texas Street
Denton, TX 76209
christina.dormady@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
3/31/2026 11:22:30 AM
Holder: Christina Dormady
christina.dormady@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christina Dormady christina.dormady@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 3/31/2026 11:38:08 AM Viewed: 3/31/2026 11:38:19 AM Signed: 3/31/2026 11:38:40 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 3/31/2026 11:38:42 AM Viewed: 3/31/2026 1:35:43 PM Signed: 3/31/2026 1:37:26 PM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Leah Bush 3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 3/31/2026 1:37:29 PM Viewed: 3/31/2026 4:36:32 PM Signed: 3/31/2026 4:42:30 PM
JW Blair jw@onlineis.com President John W. Blair Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/9/2026 7:52:29 AM ID: f3b0759f-395d-45a0-8a9b-b6405efcee60	DocuSigned by: JW Blair 3F1856DF7C2B4D6... Signature Adoption: Pre-selected Style Using IP Address: 75.108.52.71	Sent: 3/31/2026 4:42:34 PM Resent: 4/2/2026 12:57:47 PM Resent: 4/8/2026 9:06:44 AM Resent: 4/8/2026 12:41:52 PM Resent: 4/15/2026 11:39:46 AM Resent: 4/16/2026 10:00:05 AM Viewed: 4/20/2026 10:42:15 AM Signed: 4/20/2026 10:42:27 AM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. antonio.puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/20/2026 10:59:54 AM ID: 00ef2359-8e8e-48e8-afb4-3b7df45088e6	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/20/2026 10:42:30 AM Viewed: 4/20/2026 10:59:54 AM Signed: 4/20/2026 11:03:01 AM
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		Sent: 4/20/2026 11:03:05 AM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

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: 3/31/2026 11:38:42 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/20/2026 11:03:03 AM Viewed: 4/22/2026 9:31:48 AM

Carbon Copy Events	Status	Timestamp
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		
Autumn Perkins Autumn.perkins@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 12/1/2025 10:23:26 AM ID: c93c42f5-4a18-4a4a-8eab-bb10ad83ee1a		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/31/2026 11:38:08 AM
Envelope Updated	Security Checked	4/8/2026 12:41:51 PM
Envelope Updated	Security Checked	4/8/2026 12:41:51 PM
Envelope Updated	Security Checked	4/8/2026 12:41:51 PM

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, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•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.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a contract between the City of Denton and GTS Technology Solutions, Inc., amending the contract approved by City Council on November 15, 2022, in the not-to-exceed amount of $2,200,000.00; amended by Amendment 1 approved by the City Council; said second amendment to add the Department of Information Resources (DIR) Cooperative Purchasing Network Contract No. DIR-CPO-5721 for Information Technology (IT) staff augmentation services for the Technology Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8127 – providing for an amendment to the ordinance to add the Department of Information Resources (DIR) Cooperative Purchasing Network Contract No. DIR-CPO-5721).

INFORMATION/BACKGROUND

The Technology Services Department historically uses the GTS Technology staffing contract as a stopgap solution to fill an immediate staffing need or fill a capability. This is typically a short-term solution to mitigate any potential interruption in service or for execution on specific projects, with the spend estimated at $400,000 per year. The contract is designed to fill gaps for extended employee leaves, military reserve activation, or to fill a staffing gap/capability shortage needed to deliver a specific project to completion.

The Technology Services Department (TS) is recommending amending the current contract for IT temporary staffing services with GTS Technology Solutions, Inc., to replace the TIPS Cooperative Contract with the DIR Cooperative Contract. The TIPS Cooperative Contract was the interim cooperative contract vehicle while the renewal of the DIR Cooperative Contract was being negotiated and finalized with the State of Texas. Utilizing the TIPS as the interim contract vehicle prevented lapses in contractor work that had already begun in the TS department during the DIR contract negotiating phase. While the TIPS contract is a great cooperative contract, the DIR cooperative contract has lower administrative fees that are passed on to customers like the City of Denton. The administration fees with DIR are 1% of total sales compared to 2% with TIPS. TS is not recommending extending the contract term or the not-to-exceed, as the contractor rates will not change. It is important to continue the use of these services to maintain smooth technology service delivery for the other City departments.

Pricing obtained through The Interlocal Purchasing System has been competitively bid and meets the statutory requirements of Texas Local Government Code 271.102.

Pricing obtained through the Texas Department of Information Resources (DIR) Cooperative Purchasing Network has been competitively bid and meets the statutory requirements of Texas Local Government Code 271.102.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 17, 2011, City Council approved the interlocal agreement with The Interlocal Purchasing System (Ordinance 2011-082).

On January 28, 2020, City Council approved the interlocal agreement with the Texas Department of Information Resources Purchasing Network (Ordinance 20-196).

On November 15, 2022, City Council approved a contract with GTS Technology Solutions, Inc., in the not-to-exceed amount of $2,200,000 (Ordinance 22-2292).

On October 15, 2024, City Council approved Amendment No. 1 with GTS Technology Solutions, Inc., in the not-to-exceed amount of $20,000 (Ordinance 24-1978).

RECOMMENDATION

Award Amendment No. 2 with GTS Technology Solutions, Inc., to add Department of Information Resources (DIR) Cooperative Purchasing Network Contract No. DIR-CPO-5721, for Information Technology (IT) staff augmentation services for the Technology Services Department.

PRINCIPAL PLACE OF BUSINESS

GTS Technology Solutions, Inc.
Austin, TX

ESTIMATED SCHEDULE OF PROJECT

This contract expires on November 15, 2027. This DIR contract expires February 11, 2030.

FISCAL INFORMATION

These services will be funded through the Technology Services Operating and Capital Budget. Requisitions will be entered on an as-needed basis. The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance, Contract, Ordinance, and Amendment No. 1
Exhibit 3: Ordinance and Amendment No. 2

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Michael Deegan, 940-349-7823.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. 22-2292

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH GTS TECHNOLOGY SOLUTIONS, INC., THROUGH THE DEPARTMENT OF INFORMATION RESOURCES (DIR) COOPERATIVE PURCHASING NETWORK CONTRACT NO. DIR-CPO-4526, FOR INFORMATION TECHNOLOGY (IT) STAFF AUGMENTATION SERVICES FOR THE TECHNOLOGY SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8127 – AWARDED TO GTS TECHNOLOGY SOLUTIONS, INC., FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $2,200,000.00).

WHEREAS, pursuant to Ordinance 20-196, the Department of Information Resources has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies or services can be purchased by the City through the State of Texas Department of Information Services Go Direct Program at less cost than the City would expend if bidding these items individually; and

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

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The numbered items in the following numbered purchase order for materials, equipment, supplies, or services, shown in the "File Number" listed hereon, and on file in the office of the Purchasing Agent, are hereby approved:

FILE NUMBER	VENDOR	AMOUNT
8127	GTS Technology Solutions, Inc.	$2,200,000.00

SECTION 2. By the acceptance and approval of the above numbered items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to the State of Texas Department of Information Services Go Direct Program for such items and agrees to purchase

the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for the specified sums contained in the bid documents, and related documents filed with the State of Texas Department of Information Services Go Direct Program, and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by the State of Texas Department of Information Services Go Direct Program, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to the State of Texas Department of Information Services Go Direct Program, and related documents herein approved and accepted.

SECTION 4. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

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

The motion to approve this ordinance was made by Brian Beck and seconded by Jesse Davis. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:	✓			
Jesse Davis, District 3:	✓			
Alison Maguire, District 4:	✓			
Brandon Chase McGee, At Large Place 5:	✓			
Chris Watts, At Large Place 6:	✓			

PASSED AND APPROVED this the 15th day of November, 2022.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2022.10.27 21:07:10 -05'00'

DocuSign Envelope ID: B145D1B1-6D1F-45DC-95AB-0AE3E3981E1D

Docusign City Council Transmittal Coversheet

COOP	8127
File Name	IT Staff Augmentation Services
Purchasing Contact	Cori Power
City Council Target Date	NOVEMBER 15, 2022
Piggy Back Option	Not Applicable
Contract Expiration	NOVEMBER 15, 2027
Ordinance	22-2292

DS
LH

DocuSign Envelope ID: B145D1B1-6D1F-45DC-95AB-0AE3E3981E1D

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND GTS TECHNOLOGY SOLUTIONS, INC.
(File # 8127)

THIS CONTRACT is made and entered into this date 11/15/2022, by and between **GTS Technology Solutions, Inc.**, a Texas Corporation, whose address is 9211 Waterford Centre Blvd 275, Austin, Texas 78758, hereinafter referred to as "Contractor" or "Contractor" and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor has entered into the Information Technology Staff Augmentation Services Contract with the Texas Department of Information Resources (DIR) Cooperative Purchasing Network effective October 1, 2020 and identified by DIR Contract No. DIR-CPO-4526, for the provision of temporary IT staffing services to local government entities (the "DIR Contract"), the terms of which are incorporated herein by reference. Supplier shall provide products and/or services in accordance with the DIR Contract, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) DIR Contract #DIR-CPO-4526 with GTS Technology Solutions, Inc., **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Certificate of Interested Parties Electronic Filing **(Exhibit "D");**
(e) Insurance Requirements **(Exhibit "E");**
(f) Confidentiality Agreement for Contractor and Employee/Independent Contractor **(Exhibit "F");**
(g) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "G")**

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

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***

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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.

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.

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.

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.

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.

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.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CONTRACTOR

DocuSigned by:

BY: Britta Butler

25E646684D6D4C6...

AUTHORIZED SIGNATURE

Printed Name: Britta Butler

Title: Executive Vice President

512-517-5900

PHONE NUMBER

Britta.butler@gts-ts.com

EMAIL ADDRESS

2022-943168

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

DocuSigned by:

BY: Sara Hensley

5236DB296370423...

SARA HENSLEY, CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:

BY: Rosa Rios

1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:

BY: Marcella Lunn

4B070831B4AA438...

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

DocuSigned by:

Leisha Meine

D60D157ADABC4D5...

SIGNATURE

Leisha Meine

PRINTED NAME

Chief Technology Officer

TITLE

Technology Services

DEPARTMENT

File 8127

DocuSign Envelope ID: B145D1B1-6D1F-45DC-95AB-0AE3E3981E1D

Exhibit A
Special Terms and Conditions

1. Contract Term

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.

2. Total Contract Amount

The contract total shall not exceed $2,220,000. Pricing for temporary IT staffing services shall be an hourly rate, as confirmed by Supplier for each temporary employee in writing and per the DIR Contract.

3. Pre-screening Requirements

Supplier checks references only by asking specific questions to select past employers with regard to skills and work history before placing an individual on his or her first temporary assignment. To the extent permitted by applicable law, Supplier will have its third party vendor (1) perform a National Sex Offender Public Registry search; (2) perform a seven-year criminal background investigation for the assigned individual for (i) all state felony convictions and pending felony charges; and (ii) state misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county where the assigned individual has resided or worked within the U.S. in the last seven years as stated on his or her application with Supplier; (3) perform a Social Security Verification and Trace; (4) perform a Global Sanctions Search and (5) perform a 5-panel urine drug screen. If City request a copy of the results of any checks conducted on Supplier's candidates, City agree to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes. Prior to accepting a candidate, the City will perform an FBI Criminal Justice Information Services (CJIS) background check and fingerprints at the City's expense. Selected candidates will be provided an opportunity to become CJIS certified at the City's expense.

4. Confidentiality Agreement

Contractor and its Independent Contractor will be required to sign a Confidentiality Agreement, referenced in Exhibit F attached, in order to protect confidential City data to which the Contractor, its employees, independent subcontractors or agents may have access.

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Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law,

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including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, it's Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the

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Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;

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vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to 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 ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees

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to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City 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 City 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 (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City'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.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter

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relating to such fees with any other firm or with any competitor.
C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.
A. Recycled deliverables shall be clearly identified as such.
B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.
E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:
A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:
A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor’s subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR’S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only**.** The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.
A. General Requirements:

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i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of

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erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information

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which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **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. 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 Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed

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merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION**:
A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or

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ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

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56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

58. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

59. **PREVAILING WAGE RATES:** The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

60. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

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61. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. **DRUG FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. **RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. **FORCE MAJEURE:** The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

66. **NO WAIVER OF SOVEREIGN IMMUNITY:** Without limiting the application of the Texas Local Government Code Section 271.152, the Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

67. **RECORDS RETENTION:** The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are

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resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. **Final negotiated contract**
2. **DIR Contract**
3. **City's standard terms and conditions**
4. **Purchase order**
5. **Supplier terms and conditions**

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

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

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

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

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Exhibit E
INSURANCE REQUIREMENTS AND
WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the 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.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, 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 or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the 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 or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the

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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** either in a single policy or in a combination of basic and umbrella

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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 Workers' 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 Workers' 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 **$500,000.00** combined bodily injury and property damage per occurrence with a **$1,000,000.00** aggregate.

[ ] **Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than ___ _____ each occurrence are required.

[ ] **Professional Liability Insurance**

Professional liability insurance with limits not less than **$1,000,000.00** 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.

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[ ] **Environmental Liability Insurance**

Environmental liability insurance for $1,000,000 to cover all hazards contemplated by this contract.

[ ] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[ ] **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.

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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 overage 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

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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. 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-

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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.

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Exhibit F
7434 INFORMATION TECHNOLOGY STAFF AUGMENTATION SERVICES

CONFIDENTIALITY AGREEMENT FOR CONTRACTOR

This Confidentiality and Non-Disclosure Agreement ("Agreement"), dated as of _____, is by and between GTS Technology Solutions, Inc., a Texas Corporation with its principal business address of 9211 Waterford Centre Blvd 275, Austin, Texas 78758 ("Contractor"), and the City of Denton, a Texas a home-rule municipal corporation with its principal office at 215 E. McKinney St., Denton, Texas 76201 ("Denton") , referred to collectively as "Parties" and individually as a "Party."

WHEREAS, Denton solicited proposals for Staff Augmentation Services and GTS Technology Solutions, Inc., is a respondent, the Parties have desire to for IT staff augmentation to work closely with Denton staff, and as a result, it is deemed desirable by Denton disclose certain information to the other Party;

WHEREAS, it is a condition to the disclosure of such information that Contractor enter into this Agreement to evidence the Parties' undertakings and agreement with respect to the treatment as confidential, and the control and use of, information that may be furnished by and between Denton; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Defined Terms. As used in this Agreement each of the following terms shall have the meaning assigned to such term as set forth below:

1.1. "Affiliate" means any Person that directly or indirectly (through one or more intermediaries) controls or is controlled by or is under common control with the relevant Person specified herein.

1.2. "Confidential Information" means (a) all information, whether of a business, technical, engineering, economic or other nature and regardless of the form or format in which it is communicated or maintained, relating to Denton, its Affiliates and/or the Project that is provided to Contractor or any of its Representatives by Denton or any of its Representatives, (b) all data, sketches, drawings, reports, analysis, compilations, studies and notes containing or reflecting Confidential Information, regardless of who prepares such materials, and (c) the fact that the Confidential Information has been made available to or is being inspected or evaluated by Contractor, except that Confidential Information shall not include:

(i) information that was already in Contractor's or its Affiliates' possession on a non-confidential basis prior to disclosure hereunder;

(ii) information which prior to disclosure was already in the public domain, or which after disclosure entered the public domain other than by a breach of this Agreement by Contractor or any of its Representatives; and

(iii) information which was received from a third party which Contractor reasonably believes was not and is not violating an obligation of confidentiality to Denton or its Affiliates; provided that use or disclosure by the Contractor of information which Contractor obtains in the manner described by this Section 1.2(iii) does not violate any of the terms under which it was disclosed by said third party.

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1.3. "Person" means any natural person, corporation, company, partnership, limited liability company, joint venture, trust, organization, association, sole proprietorship, or other juridical person.

1.4. "Representatives" shall mean, with respect to either Party hereto, such Party's affiliates, officers, directors, partners, members, employees, agents, trustees, potential and existing lenders, potential and existing investors, potential and existing equity providers, security holders, others providing financing or refinancing and the consultants and advisors (including, without limitation, financial advisors, counsel and accountants, and each of their respective advisors) of such Party.

2. Restrictions on Disclosure and Use of Confidential Information.

2.1. Contractor agrees to, and to cause its Representatives to, treat all Confidential Information as confidential and secret and comply with the terms and conditions contained herein. Contractor shall not, and shall not permit its Representatives to, disclose Confidential Information to any Person (except as set forth in this Section 2), without the prior written consent of Denton

2.2. Without the prior written consent of Denton, Contractor shall not, and shall not permit its Representatives to, make any use whatsoever of the Confidential Information other than as may be necessary for the purpose referenced above in connection with the project.

2.3. Except as set forth in Section 2.4, Contractor shall only disclose Confidential Information to those of its Representatives, or other Persons that are concerned with the project and whose knowledge of such Confidential Information is necessary or advisable for such purpose. Each such Person receiving Confidential Information from Contractor shall have the same obligations with respect to such Confidential Information as Contractor hereunder, and Contractor shall so instruct each such Person receiving Confidential Information and shall use all reasonable efforts to prevent and prosecute unauthorized use or disclosure of Confidential Information by such Persons. Contractor shall be liable to Denton for any breach of such obligations by any such Persons.

2.4. It shall not be a breach of the Agreement for Contractor or any of its Representatives to disclose Confidential Information in the event that the disclosure is compelled by applicable law or regulation. Provided however that such disclosure is narrowly tailored to the request made under authority. Examples include but are not limited to depositions, interrogatories, requests for information or documents in legal proceedings, subpoenas or similar processes in connection with any proceeding where disclosure is legally compelled. Contractor shall provide Denton with prompt written notice once it is aware that it is required to make such a disclosure as required by law or regulation so as to enable Denton to seek a protective order or other appropriate remedy or waive compliance with this Agreement.

3. Safekeeping and Return of Confidential Information.

3.1. Contractor shall take all reasonable steps to prevent the unauthorized use, distribution or reproduction of all copies of written materials relating to or containing any part of Confidential Information, including all sketches, drawings, reports, analysis, compilations, studies and notes, and all copies, reproductions, reprints and translations thereof. Contractor shall not, and shall not permit its Representatives to, directly or indirectly, duplicate or otherwise reproduce, in whole or in part, such Confidential Information in any manner inconsistent with the terms hereof.

3.2. Contractor shall return to Denton, within ten (10) days after receipt of such a request by Denton, all materials containing or reflecting Confidential Information that are in the possession of Contractor and its Representatives, without retaining copies. Notwithstanding the foregoing, Contractor may retain such materials to the extent required by applicable law in the reasonable opinion of counsel to Contractor and may also retain reports, analysis, compilations, studies, notes or other documents or records prepared by Contractor which contain or otherwise reflect or are generated from Confidential Information, provided, however, Contractor shall keep all such copies confidential in accordance with this Agreement and such

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obligation shall survive the termination of this Agreement. Notwithstanding the return of such materials, Contractor and its Representatives shall continue to be bound by the obligations of confidentiality and other obligations hereunder.

4. Notice. Contractor understands that Denton will execute separate confidentiality agreements with each of Contractor's independent contractors, but all required notices hereunder will only be sent to Contractor. Contractor hereby agrees to circulate any such notice to all relevant independent contractors. All notices, requests, consents, waivers and other communications required, permitted or desired to be given hereunder or by law to be served upon or given to a Party by any other Party shall be deemed duly served and given when received after being delivered by hand, courier or facsimile or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to GTS Technology Solutions:
GTS Technology Solutions, Inc.
Attn: Tracie Simental
9211 Waterford Centre Blvd 275
Austin, Texas 78758
Telephone: (936) 577-2169
Facsimile: (512) 452-0691

If to City of Denton generally:
Attention: Purchasing Manager
901B Texas St
Denton, TX 76209
Telephone: (940) 349-700

If to Denton Technology Services:
Attn: Chief Technology Officer
601 E Hickory St #A
Denton, TX 76205
Tel: (940) 349 - 7823

Each Party may change its address for the purpose of this section by giving written notice of such change to the other Party in the manner provided in this section.

5. Term. This Agreement and the obligations of confidentiality undertaken hereby shall remain in full force and effect for a period from the date of this Agreement until the end of two (2) years after the date of the agreement executed in connection with Request for Proposals File Number 7434.

6. No Waiver; Amendments. No failure or delay by Denton in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Any modification of, and amendment to, this Agreement and any waiver of any provision of this Agreement must be in writing signed by the Parties.

7. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without reference to the conflict of laws or principles thereof.

8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9. Remedies. It is agreed that each Party shall be entitled to relief both at law and in equity,

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including, but not limited to injunctive relief and specific performance, in the event of any breach or anticipated breach of this Agreement, without proof of any actual or special damages. Contractor agrees to pay the costs and expenses (including reasonable attorneys' fees and expenses) incurred by Denton and its Affiliates in successfully enforcing any of the terms of this Agreement or proving that Contractor or any of its Representatives breached any of the terms of this Agreement.

10. Successors and Assigns. Neither Party may assign this Agreement nor any of its rights hereunder except with the prior written consent of the other Party and except that either Party may, without the consent of the other Party, assign this Agreement and the rights hereunder to any of its Affiliates that own an interest in the Project. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties.

11. No Obligation or Joint Venture. The Parties agree that unless and until a definitive agreement has been executed and delivered, no contract or agreement providing for a business relationship between the Parties shall be deemed to exist between the Parties, and neither Party will be under any legal obligation of any kind whatsoever with respect to such relationship by virtue of this Agreement or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this Agreement, the term "definitive agreement" does not include an executed letter of intent or any other preliminary written agreement or offer, unless specifically so designated in writing and executed by both Parties. This Agreement does not obligate either Party to deal exclusively with the other Party.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any executed counterpart transmitted by facsimile or similar transmission by any Party shall be deemed an original and shall be binding upon such Party.

13. No Warranty. The Parties hereby acknowledge that neither Party, nor any of its representatives, agents, affiliates or assigns makes any representations or warranties whatsoever concerning the accuracy, completeness or correctness of the Confidential Information supplied hereunder, nor must such representation or warranty be implied.

14. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CONTRACTOR **GTS TECHNOLOGY SOLUTIONS, INC.**	**CITY OF DENTON**
By:_____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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Exhibit F
7434 INFORMATION TECHNOLOGY STAFF AUGMENTATION SERVICES

CONFIDENTIALITY AGREEMENT FOR EMPLOYEE/INDEPENDENT CONTRACTOR

This Confidentiality and Non-Disclosure Agreement ("Agreement"), dated as of _____, is by and between _____, an independent contractor of GTS Technology Solutions, Inc., a Texas Corporation with its principal business address of 9211 Waterford Centre Blvd 275, Austin, Texas 78758 (such independent contractor "Contractor" and such entity "Company"), and the City of Denton, a Texas a home-rule municipal corporation with its principal office at 215 E. McKinney St., Denton, Texas 76201 ("Denton") , referred to collectively as "Parties" and individually as a "Party."

WHEREAS, Denton solicited proposals for Staff Augmentation Services and GTS Technology Solutions is a respondent, the Parties have desire to for IT staff augmentation to work closely with Denton staff, and as a result, it is deemed desirable by Denton disclose certain information to the other Party;

WHEREAS, it is a condition to the disclosure of such information that Contractor enter into this Agreement to evidence the Parties' undertakings and agreement with respect to the treatment as confidential, and the control and use of, information that may be furnished by and between Denton; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Defined Terms. As used in this Agreement each of the following terms shall have the meaning assigned to such term as set forth below:

1.1. "Affiliate" means any Person that directly or indirectly (through one or more intermediaries) controls or is controlled by or is under common control with the relevant Person specified herein.

1.2. "Confidential Information" means (a) all information, whether of a business, technical, engineering, economic or other nature and regardless of the form or format in which it is communicated or maintained, relating to Denton, its Affiliates and/or the Project that is provided to Contractor or any of its Representatives by Denton or any of its Representatives, (b) all data, sketches, drawings, reports, analysis, compilations, studies and notes containing or reflecting Confidential Information, regardless of who prepares such materials, and (c) the fact that the Confidential Information has been made available to or is being inspected or evaluated by Contractor, except that Confidential Information shall not include:

(i) information that was already in Contractor's possession on a non-confidential basis prior to disclosure hereunder;

(ii) information which prior to disclosure was already in the public domain, or which after disclosure entered the public domain other than by a breach of this Agreement by Contractor, Company, or any of its Representatives; and

(iii) information which was received from a third party which Contractor reasonably believes was not and is not violating an obligation of confidentiality to Denton or its Affiliates; provided that use or disclosure by the Contractor of information which Contractor obtains in the manner described by this Section 1.2(iii) does not violate

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any of the terms under which it was disclosed by said third party.

1.3. "Person" means any natural person, corporation, company, partnership, limited liability company, joint venture, trust, organization, association, sole proprietorship, or other juridical person.

1.4. "Representatives" shall mean, with respect to either Party hereto, such Party's affiliates, officers, directors, partners, members, employees, agents, trustees, potential and existing lenders, potential and existing investors, potential and existing equity providers, security holders, others providing financing or refinancing and the consultants and advisors (including, without limitation, financial advisors, counsel and accountants, and each of their respective advisors) of such Party.

2. Restrictions on Disclosure and Use of Confidential Information.

2.1. Contractor agrees to treat all Confidential Information as confidential and secret and comply with the terms and conditions contained herein. Contractor shall not, disclose Confidential Information to any Person (except as set forth in this Section 2), without the prior written consent of Denton

2.2. Without the prior written consent of Denton, Contractor shall not, make any use whatsoever of the Confidential Information other than as may be necessary for the purpose referenced above in connection with the project.

2.4. It shall not be a breach of the Agreement for Contractor to disclose Confidential Information in the event that the disclosure is compelled by applicable law or regulation. Provided however that such disclosure is narrowly tailored to the request made under authority. Examples include but are not limited to depositions, interrogatories, requests for information or documents in legal proceedings, subpoenas or similar processes in connection with any proceeding where disclosure is legally compelled. Contractor shall provide Denton with prompt written notice once it is aware that it is required to make such a disclosure as required by law or regulation so as to enable Denton to seek a protective order or other appropriate remedy or waive compliance with this Agreement.

3. Safekeeping and Return of Confidential Information.

3.1. Contractor shall take all reasonable steps to prevent the unauthorized use, distribution or reproduction of all copies of written materials relating to or containing any part of Confidential Information, including all sketches, drawings, reports, analysis, compilations, studies and notes, and all copies, reproductions, reprints and translations thereof. Contractor shall not, directly or indirectly, duplicate or otherwise reproduce, in whole or in part, such Confidential Information in any manner inconsistent with the terms hereof.

3.2. Contractor shall return to Denton, within ten (10) days after receipt of such a request by Denton, all materials containing or reflecting Confidential Information that are in the possession of Contractor, without retaining copies. Notwithstanding the foregoing, Contractor may retain such materials to the extent required by applicable law in the reasonable opinion of counsel to Contractor and may also retain reports, analysis, compilations, studies, notes or other documents or records prepared by Contractor which contain or otherwise reflect or are generated from Confidential Information, provided, however, Contractor shall keep all such copies confidential in accordance with this Agreement and such obligation shall survive the termination of this Agreement. Notwithstanding the return of such materials, Contractor shall continue to be bound by the obligations of confidentiality and other obligations hereunder.

4. Notice. All notices, requests, consents, waivers and other communications required, permitted or desired to be given hereunder or by law to be served upon or given to a Party by any other Party shall be deemed duly served and given when received after being delivered by hand, courier or facsimile or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows; provided, however, that Denton shall give notice to Company and Company is obligated to provide an required notice to Contractor:

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If to GTS Technology Solutions:
GTS Technology Solutions, Inc.
Attn: Tracie Simental
9211 Waterford Centre Blvd 275
Austin, Texas 78758
Telephone: (936) 577-2169
Facsimile: (512) 452-0691

If to City of Denton generally:
Attention: Purchasing Manager
901B Texas St
Denton, TX 76209
Telephone: (940) 349-700

If to Denton Technology Services:
Attn: Chief Technology Officer
601 E Hickory St #A
Denton, TX 76205
Tel: (940) 349 - 7823

Each Party may change its address for the purpose of this section by giving written notice of such change to the other Party in the manner provided in this section.

5. Term. This Agreement and the obligations of confidentiality undertaken hereby shall remain in full force and effect for a period from the date of this Agreement until the end of two (2) years after the date of the agreement executed in connection with Request for Proposals File Number 7434.

6. No Waiver; Amendments. No failure or delay by Denton in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Any modification of, and amendment to, this Agreement and any waiver of any provision of this Agreement must be in writing signed by the Parties.

7. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without reference to the conflict of laws or principles thereof.

8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9. Remedies. It is agreed that each Party shall be entitled to relief both at law and in equity, including, but not limited to injunctive relief and specific performance, in the event of any breach or anticipated breach of this Agreement, without proof of any actual or special damages. Contractor agrees to pay the costs and expenses (including reasonable attorneys' fees and expenses) incurred by Denton and its Affiliates in successfully enforcing any of the terms of this Agreement or proving that Contractor or any of its Representatives breached any of the terms of this Agreement.

10. Successors and Assigns. Neither Party may assign this Agreement nor any of its rights hereunder except with the prior written consent of the other Party and except that either Party may, without the consent of the other Party, assign this Agreement and the rights hereunder to any of its Affiliates that own an interest in the Project. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties.

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11. No Obligation or Joint Venture. The Parties agree that unless and until a definitive agreement has been executed and delivered, no contract or agreement providing for a business relationship between the Parties shall be deemed to exist between the Parties, and neither Party will be under any legal obligation of any kind whatsoever with respect to such relationship by virtue of this Agreement or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this Agreement, the term "definitive agreement" does not include an executed letter of intent or any other preliminary written agreement or offer, unless specifically so designated in writing and executed by both Parties. This Agreement does not obligate either Party to deal exclusively with the other Party.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any executed counterpart transmitted by facsimile or similar transmission by any Party shall be deemed an original and shall be binding upon such Party.

13. No Warranty. The Parties hereby acknowledge that neither Party, nor any of its representatives, agents, affiliates or assigns makes any representations or warranties whatsoever concerning the accuracy, completeness or correctness of the Confidential Information supplied hereunder, nor must such representation or warranty be implied.

14. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CONTRACTOR **GTS TECHNOLOGY SOLUTIONS, INC.**	**CITY OF DENTON**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

DocuSign Envelope ID: B145D1B1-6D1F-45DC-95AB-0AE3E3981E1D

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.**

GTS Technology Solutions, Inc.

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

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

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

_____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip 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:
Britta Butler
25E646684D6D4C6...
Signature of vendor doing business with the governmental entity

10/21/2022
Date

DocuSign Envelope ID: B145D1B1-6D1F-45DC-95AB-0AE3E3981E1D

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

ORDINANCE NO. 24-1978

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A CONTRACT BETWEEN THE CITY OF DENTON AND GTS TECHNOLOGY SOLUTIONS, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON NOVEMBER 15, 2022, IN THE NOT-TO-EXCEED AMOUNT OF $2,200,000.00; SAID FIRST AMENDMENT TO REFERENCE THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM CONTRACT #230703, FOR INFORMATION TECHNOLOGY (IT) STAFF AUGMENTATION SERVICES FOR THE TECHNOLOGY SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8127 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $20,000, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $2,220,000.00).

WHEREAS, pursuant to Ordinance 2011-082, The Interlocal Purchasing System Program has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, on November 15, 2022, City Council awarded a contract to GTS Technology Solutions, Inc. in the amount of $2,200,000.00, for Information Technology (IT) Staff Augmentation Services for the Technology Services Department; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The First Amendment, increasing the amount of the contract between the City and GTS Technology Solutions, Inc., which is on file in the office of the Purchasing Agent, in the amount of Twenty Thousand and 0/100 ($20,000.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to $2,220,000.00.

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

The motion to approve this ordinance was made by Brian Beck and seconded by Paul Meltzer. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	X			
Vicki Byrd, District 1:	X			
Brian Beck, District 2:	X			
Paul Meltzer, District 3:	X			
Joe Holland, District 4:	X			
Brandon Chase McGee, At Large Place 5:	X			
Jill Jester, At Large Place 6:	X			

PASSED AND APPROVED this the 15th day of October, 2024.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: Lauren Thoden

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Docusign Envelope ID: FD509803-CF93-4318-A02F-EF7F3287C585

Docusign City Council Transmittal Coversheet

COOP	8127
File Name	IT Staff Augmentation
Purchasing Contact	Gabby Leeper
City Council Target Date	OCTOBER 15, 2024
Piggy Back Option	Not Applicable
Contract Expiration	NOVEMBER 15, 2027
Ordinance	24-1978

DS
LH

Docusign Envelope ID: FD509803-CF93-4318-A02F-EF7F3287C585

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND GTS TECHNOLOGY SOLUTIONS, INC.

THIS FIRST AMENDMENT TO CONTRACT 8127(this "Amendment") by and between the City of Denton, Texas ("City") and GTS Technology Solutions, Inc. ("Contractor") to that certain contract executed on November 15, 2022, in the original not-to-exceed amount of $2,200,000 (the "Agreement"); for services related to temporary IT staffing services.

WHEREAS, the City deems it necessary to further expand the goods and services provided by Contractor to the City pursuant to the terms of the Agreement, and to provide an additional goods and services.

WHEREAS, this amendment incorporates any previously executed documents between the parties including but not limited to pricing adjustments.

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and

WHEREAS, the original not-to-exceed amount may not be increased by more than 25.0% as provided in Texas Local Government Code Sec. 252.048; and

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

1. This Amendment modifies the Agreement by replacing Exhibit B to TIPS Contract # 230703 with GTS Technology Solutions, Inc. (Exhibit "B" on file at the office of the Purchasin Agent).
2. This Amendment modifies the not to exceed amount to provide an additional $20,000 with a revised aggregate not-to-exceed total of $2,220,000.

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

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date 10/16/2024.

Docusign Envelope ID: FD509803-CF93-4318-A02F-EF7F3287C585

"CONTRACTOR"
GTS Technology Solutions, Inc.

By: Signed by: Juli Primeaux 25E64668AD6D4C6... Executive Vice President
AUTHORIZED SIGNATURE, TITLE

"CITY"
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: DocuSigned by: Sara Hensley 5236DB296270423...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: DocuSigned by: Marcella Lunn 4B070831B4AA438...

ATTEST:
LAUREN THODEN, CITY SECRETARY

By: DocuSigned by: Lauren Thoden D09D09CAD33D487...

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

DocuSigned by: Leisha Meine 1069D15ADABC40E...
SIGNATURE

Leisha Meine
PRINTED NAME

Chief Technology Officer
TITLE

Technology Services
DEPARTMENT

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SECOND AMENDMENT TO A CONTRACT BETWEEN THE CITY OF DENTON AND GTS TECHNOLOGY SOLUTIONS, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON NOVEMBER 15, 2022, IN THE NOT-TO-EXCEED AMOUNT OF $2,200,000.00; AMENDED BY AMENDMENT 1 APPROVED BY THE CITY COUNCIL; SAID SECOND AMENDMENT TO ADD THE DEPARTMENT OF INFORMATION RESOURCES (DIR) COOPERATIVE PURCHASING NETWORK CONTRACT NO. DIR-CPO-5721 FOR INFORMATION TECHNOLOGY (IT) STAFF AUGMENTATION SERVICES FOR THE TECHNOLOGY SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8127 – PROVIDING FOR AN AMENDMENT TO THE ORDINANCE TO ADD THE DEPARTMENT OF INFORMATION RESOURCES (DIR) COOPERATIVE PURCHASING NETWORK CONTRACT NO. DIR-CPO-5721).

WHEREAS, on November 15, 2022, City Council awarded a contract to GTS Technology Solutions, Inc., in the amount of $2,200,000.00, for Information Technology (IT) Staff Augmentation Services for the Technology Services Department; and

WHEREAS, on October 15, 2024, City Council awarded a First Amendment to GTS Technology Solutions, Inc., in the amount of $20,000.00, and replaced Exhibit B to TIPS contract #230703 with GTS Technology Solutions, Inc.; and

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

WHEREAS, the City Council finds that the action taken herein is in the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Second Amendment, adding the cooperative contract from the Department of Information Resources (DIR) Cooperative Purchasing Network Contract No. DIR-CPO-5721 to the agreement between the City and GTS Technology Solutions, Inc., which is on file in the office of the Purchasing Agent, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment, which shall be effective upon the execution of the amendment referenced herein.

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

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM: MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 09E338A2-C1E0-4760-B633-260A8A455E78

Docusign City Council Transmittal Coversheet

FILE	8127
File Name	IT Staff Augmentation - Amendment #2
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 09E338A2-C1E0-4760-B633-260A8A455E78

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND GTS TECHNOLOGY SOLUTIONS, INC. 8127

THIS SECOND AMENDMENT TO CONTRACT 8127 (this "Amendment") by and between the City of Denton, Texas ("City") and GTS Technology Solutions, Inc. ("Contractor") to that certain contract executed on November 15, 2022, in the original not-to-exceed amount of $2,200,000 (the "Original Agreement"); amended on October 15, 2024 by replacing Exhibit B to TIPS contract #230703 with GTS Technology Solutions, Inc., and in the additional amount of $20,000 aggregating a not-to-exceed amount of $2,220,000 (the "First Amendment") (collectively, the Original Agreement and the First Amendment are the "Agreement") for services related to temporary IT staffing services.

WHEREAS, the City deems it necessary to further expand the services provided by Contractor to the City pursuant to the terms of the Agreement; and

WHEREAS, this amendment incorporates any previously executed documents between the parties including but not limited to pricing adjustments; and

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and

WHEREAS, the original not-to-exceed amount may not be increased by more than 25.0% as provided in Texas Local Government Code Sec. 252.048; and

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

1. This Amendment modifies the Agreement by replacing Exhibit B to DIR Contract No. DIR-CPO-5271 with GTS Technology Solutions, Inc. (Exhibit "B" on file at the office of the Purchasing Agent).

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

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date_____.

Docusign Envelope ID: 09E338A2-C1E0-4760-B633-260A8A455E78

"CONTRACTOR"
GTS Technology Solutions, Inc.

Signed by:
Juli Primeaux
3C712F0BBD90458...

By: _____ Executive Vice President
AUTHORIZED SIGNATURE, TITLE

"CITY"
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

ATTEST:
INGRID REX, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
Leah Bush
3A6254145BDA469...

By: _____

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

Signed by:
Michael Deegan
8B5A16C277A346B...

SIGNATURE

Michael Deegan
PRINTED NAME

Chief Technology Officer
TITLE

Technical Services
DEPARTMENT

Docusign Envelope ID: 09E338A2-C1E0-4760-B633-260A8A455E78

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.**

GTS Technology Solutions, Inc.

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signed by: Juli Primeaux 3C712F0BBD80458...

Signature of vendor doing business with the governmental entity

4/21/2026

Date

Docusign Envelope ID: 09E338A2-C1E0-4760-B633-260A8A455E78

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 09E338A2-C1E0-4760-B633-260A8A455E78
Status: Sent
Subject: Please DocuSign: City Council Contract 8127 IT Staff Augmentation - Amendment #2
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
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Status: Original
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cori.power@cityofdenton.com
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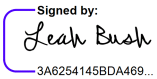
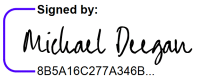
Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 4/17/2026 8:53:24 AM Viewed: 4/17/2026 8:56:43 AM Signed: 4/17/2026 8:56:59 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/17/2026 8:57:03 AM Viewed: 4/17/2026 8:57:26 AM Signed: 4/17/2026 8:57:40 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 4/17/2026 8:57:42 AM Viewed: 4/17/2026 10:42:46 AM Signed: 4/17/2026 10:49:39 AM
Juli Primeaux Juli.Primeaux@gts-ts.com Executive Vice President GTS Technology Solutions Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/21/2026 8:54:56 AM ID: d3d15e74-9640-4937-8b20-9ad763b68d56	Signed by:  3C712F0BBD90458... Signature Adoption: Pre-selected Style Using IP Address: 4.8.113.214	Sent: 4/17/2026 10:49:41 AM Resent: 4/17/2026 11:49:05 AM Resent: 4/17/2026 11:49:14 AM Resent: 4/21/2026 8:24:49 AM Viewed: 4/21/2026 8:54:56 AM Signed: 4/21/2026 8:55:29 AM

Signer Events	Signature	Timestamp
Michael Deegan Michael.Deegan@cityofdenton.com Chief Technology Officer Security Level: Email, Account Authentication (None)	Signed by:  8B5A16C277A346B... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/21/2026 8:55:32 AM Resent: 4/21/2026 4:34:23 PM Viewed: 4/22/2026 6:55:14 AM Signed: 4/22/2026 8:13:48 AM
Electronic Record and Signature Disclosure: Accepted: 4/22/2026 6:55:14 AM ID: 1dcdfa82-d870-47fb-9ee2-2392ad9241ea		
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		Sent: 4/22/2026 8:13:50 AM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

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: 4/17/2026 8:57:03 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/22/2026 8:13:50 AM Viewed: 4/23/2026 12:57:44 PM

Carbon Copy Events	Status	Timestamp
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		
Stephanie Padgett Stephanie.Padgett@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/17/2026 8:53:25 AM
Envelope Updated	Security Checked	4/17/2026 11:49:04 AM
Envelope Updated	Security Checked	4/17/2026 11:49:04 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, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•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.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Groggy Dog Sportswear & Graphic Design, LLC, through The Interlocal Purchasing System (TIPS) Cooperative Program Contract No. 241202, for the purchase of athletic jerseys and award, athletic, and special event t-shirts for the Parks and Recreation and Fire Departments; providing for the expenditure of funds therefor; and providing an effective date (File 8892 – awarded to Groggy Dog Sportswear & Graphic Design, LLC, in the five (5) year not-to-exceed amount of $835,000.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Strengthen Community and Quality of Life.

INFORMATION/BACKGROUND

The Parks and Recreation Department (PARD) offers various athletic events, tournaments, and programs for youth & adult sports, which require unique shirts, jerseys, and other wearable items as a part of program deliverables. It is industry standard to provide such items for these programs, and the item cost is built into the program fee for all registered individuals. These shirts and jerseys require custom graphic design that is unique each season or event.

The Denton Fire Department utilizes Groggy Dog to support a variety of department projects and programs. These include annual uniform orders such as physical training items, t-shirts, hats, caps, boonie hats, beanies, and hoodies. Groggy Dog also provides apparel for the Wildland and TIFMAS teams, as well as materials for the Clown Program, Kids Fire Camp, Fire Ops 101, the Fire Marshal's Office, the Peer Team, and the Citizen Fire Academy.

The City of Denton seeks to enter into a contractual agreement with Groggy Dog for the procurement of award shirts, program shirts, and summer camp apparel. As well as city-wide special event shirts. This purchase will be made in accordance with the terms and conditions outlined in TIPS Contract No. 241202. The not-to-exceed (NTE) amount for this contract is $835,000 over a five-year term.

Project Description	Estimated 5-Year Expenditure
Budgeted Cost for Parks Programming & Special Event Shirts	$310,000
Budgeted Cost for Fire Special Event Shirts	$375,000

City-Wide Contingency	$150,000
Total	**$835,000**

Pricing obtained through The Interlocal Purchasing System has been competitively bid and meets the statutory requirements of Texas Local Government Code 271.102.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 17, 2011, City Council approved the interlocal agreement with The Interlocal Purchasing System (Ordinance 2011-082).

RECOMMENDATION

Award a contract with Groggy Dog Sportswear & Graphic Design, LLC, for the purchase of athletic jerseys and award, athletic, and special event t-shirts for the Parks and Recreation and Fire Departments, in a five (5) year not-to-exceed amount of $835,000.

PRINCIPAL PLACE OF BUSINESS

Groggy Dog Sportswear & Graphic Design, LLC
Denton, TX

ESTIMATED SCHEDULE OF PROJECT

This is a five (5) year contract. This TIPS contract expires on February 29, 2028.

FISCAL INFORMATION

These products and services are budgeted annually and funded using Parks account number 401170.6389 and Fire account number 320100.6312, on an as-needed basis. The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Cooperative Pricing
Exhibit 2: Ordinance

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Jason Barrow, 940-349-7218.

Legal point of contact: Leah Bush at 940-349-8333.

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

10%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH GROGGY DOG SPORTSWEAR & GRAPHIC DESIGN, LLC, THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 241202, FOR THE PURCHASE OF ATHLETIC JERSEYS AND AWARD, ATHLETIC, AND SPECIAL EVENT T-SHIRTS FOR THE PARKS AND RECREATION AND FIRE DEPARTMENTS; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8892 – AWARDED TO GROGGY DOG SPORTSWEAR & GRAPHIC DESIGN, LLC, IN THE FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $835,000.00).

WHEREAS, pursuant to Ordinance 2011-082, the Interlocal Purchasing System Program has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through The Interlocal Purchasing System Program at less cost than the City would expend if bidding these items individually; and

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

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items shown in the "File Number" referenced herein and on file in the office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

FILE NUMBER	VENDOR	AMOUNT
8892	Groggy Dog Sportswear & Graphic Design, LLC	$835,000.00

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to The Interlocal Purchasing System Program for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for

the specified sums contained in the bid documents and related documents filed with The Interlocal Purchasing System Program and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by The Interlocal Purchasing System Program, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be referenced herein; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to The Interlocal Purchasing System Program, and related documents herein approved and accepted.

SECTION 4. 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 5. By the acceptance and approval of the items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Mega Promotions, Inc., for food and beverage concession stand operations at athletic complexes for the Parks and Recreation Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8964 – awarded to Mega Promotions, Inc., for a one (1) year term, with the option for four (4) additional one (1) year extensions, in the total five (5) year term).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Strengthen Community and Quality of Life.

INFORMATION/BACKGROUND

The Parks and Recreation Department (PARD) operates concession stands at North Lakes Softball Complex, Denia Softball Complex, and Vela Athletic Complex. These stands serve patrons during league games and tournaments. To improve efficiency and service quality, PARD is entering into a contract with Mega Promotions to manage all concession stand operations.

Under this agreement, Mega Promotions will assume responsibility for staffing, inventory management, and day-to-day operations of the concession stands. In return, PARD will receive a percentage of the revenue generated. This service model reduces City staff time and eliminates expenditures related to purchasing goods and supplies.

Beyond resource savings, additional benefits include:

- Expanded menu options for patrons.
- Enhanced customer service provided by professionals with extensive experience in concession operations.
- Increased net revenue for the City through a more efficient and profitable concession model.

Request for Proposals was sent to 1,015 prospective suppliers, including 69 Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. Five (5) proposals were received, references were checked, and proposals were evaluated based upon published criteria, including background and past experience, sample menu, references, and percentages. Best and Final Offers (BAFO) were requested from the top firm. Based upon

this evaluation, Mega Promotions, Inc. was ranked the highest and determined to be the best value for the City.

NIGP Code Used for Solicitation:	385, 390, 958 and 961
Notifications sent for Solicitation sent in IonWave:	1,015
Number of Suppliers that viewed Solicitation in IonWave:	30
HUB-Historically Underutilized Business Invitations sent out:	148
SBE-Small Business Enterprise Invitations sent out:	414
Responses from Solicitation:	5

RECOMMENDATION

Award a contract with Mega Promotions, Inc., for food and beverage concession stand operations at athletic complexes for the Parks and Recreation Department, in a one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year term.

PRINCIPAL PLACE OF BUSINESS

Mega Promotions, Inc.
Denton, TX

SUSTAINABILITY MEASURES

PARD has required that the vendor shall use biodegradable cutlery, cups, and plates in all concession stands. No Styrofoam products will be allowed for serving. Healthy food options such as salads and smoothies should also be made available.

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same.

FISCAL INFORMATION

The City of Denton will receive 25% of gross sales from the vendor for tournaments and 15% of gross sales from league nights.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Pricing Evaluation
Exhibit 3: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Jason Barrow, 940-349-7218.

Legal point of contact: Leah Bush at 940-349-8333.

Exhibit 2
RFP 8964 - Pricing Evaluation for PARD Athletic Concession Stand Operations

		Mega Promotions, Inc.	Dreamwizard, Inc	Zoned Consulting	Legacy Hospitality & Entertainment Group, LLC	Street Bites LLC
		Denton, TX	Royse City, TX	Cedar Hill, TX	Houston, TX	Flower Mound, TX
Line #	**Description**	**Rebate Percentage**	**Rebate Percentage**	**Rebate Percentage**	**Rebate Percentage**	**Rebate Percentage**
1	Provide at least a 15% rebate of total gross sales. Price may be different on category. I.E League play xx%, tournaments xx%, special events xx%. Gross sales are defined as: total money received before any operating expenses, taxes, payroll, or other expenses are deducted.					
2	**North Lakes Park Concessions**					
3	North Lakes Concession Stand - Adult Softball Games (League Night Games)	**15.0%**	20.0%	16.0%	17.0%	15.0%
4	North Lakes Concession Stand - Tournaments	**25.0%**	20.0%	16.0%	17.0%	15.0%
5	City of DentonSpecial Events	**25.0%**	20.0%	16.0%	17.0%	15.0%
6	**Denia Concessions**					
7	Denia Softball Concession Stand - Youth Softball Games	**15.0%**	20.0%	16.0%	17.0%	15.0%
8	Denia Softball Concession Stand - Tournaments	**25.0%**	20.0%	16.0%	17.0%	15.0%
9	City of Denton Special Events	**25.0%**	20.0%	16.0%	17.0%	15.0%
10	**Vela Athletic Complex Concessions**					
11	Vela Athletic Complex Concession Stand -League Games	**25.0%**	20.0%	16.0%	17.0%	15.0%
12	City of Denton Special Events	**25.0%**	20.0%	16.0%	17.0%	15.0%
***Price evaluation based on $20,000 annual sales**						

Evaluation

Item #	**Scoring Criteria**	**Mega Promotions, Inc.**	Dreamwizard, Inc	Zoned Consulting	Legacy Hospitality & Entertainment Group, LLC	Street Bites LLC
1	Background & Past Experience 30%	**26.00**	18.00	16.00	12.00	14.00
2	Sample Menu 10%	**6.67**	5.33	6.00	6.67	4.00
3	References 10%	**8.00**	6.00	3.33	4.00	5.33
4	Proposed Percentage back to City 50%	**50.00**	44.44	35.56	37.78	33.33
	Total Score:	**90.67**	73.77	60.89	60.45	56.66

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MEGA PROMOTIONS, INC., FOR FOOD AND BEVERAGE CONCESSION STAND OPERATIONS AT ATHLETIC COMPLEXES FOR THE PARKS AND RECREATION DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8964 – AWARDED TO MEGA PROMOTIONS, INC., FOR A ONE (1) YEAR TERM, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR TERM).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for food and beverage concession stand operations at athletic complexes for the Parks and Recreation Department; and

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

WHEREAS, the City Manager, or a designated employee, has received and reviewed and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services, shown in the "Request Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

RFP NUMBER	CONTRACTOR
8964	Mega Promotions, Inc.

SECTION 2. By the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. Should the City and person submitting approved and accepted items and of the submitted proposals wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the

written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. 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 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

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Docusign City Council Transmittal Coversheet

RFP	8964
File Name	PARD Athletic Concession Stand Operations
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

Initial
LH

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND MEGA PROMOTIONS, INC.
(Contract #8964)

THIS CONTRACT is made and entered into this date _____, by and between Mega Promotions, Inc. a Texas corporation, whose address 3221 Westgate Drive, Denton, TX 76207, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide services in accordance with the City's RFP#8964 PARD Athletic Concession Stand Operations, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton's RFP 8964 (the "Solicitation") **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Certificate of Interested Parties Electronic Filing **(Exhibit "D");**
(e) Insurance Requirements **(Exhibit "E");**
(f) Contractor's Proposal ("Contractor's Offer") **(Exhibit "F")**;
(g) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "G")**

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

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 Contract, 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 Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies
Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains

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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 Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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 Contract, 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 this 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.

Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 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 Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract 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.

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 2275, 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.

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.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in the year and day first above written.

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BY:
CONTRACTOR
Mega Promotions, Inc.

Signed by:
Linda Beckley
1250A5F26682465...
Authorized Signature

Printed Name: Linda Beckley

Title: President

Email Adress: linda@megapromotionstour.com

_____
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

BY:
CITY OF DENTON, TEXAS

_____
Cassey Ogden, Interim City Manager

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

Signed by:
Allison Wing
75387A6E0F1B4F3...
SIGNATURE

Interim Director
TITLE

Parks and Recreation
DEPARTMENT

Contract 8964

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Exhibit A
Special Terms and Conditions

1. The Quantities

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

2. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

3. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may

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request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

4. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

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Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor . No Terms and Conditions contained in the seller's proposal response, invoice, or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation or Exhibit A, this Contract shall be effective as of the date this Contract is signed by the City and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, purchase order or purchase release number, and the price agreement number, if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City

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only when the City actually receives and accepts the deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. **PLACE AND CONDITION OF WORK**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

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10. **WORKFORCE** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.
A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA) ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

Environmental Protection: The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

12. **INVOICES**:
A. The Contractor shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

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B. **Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

F. Contractor must submit invoices no later than thirty (30) calendar days after termination or expiration of the Contract. Any invoices sent after that date will be considered noncompliant and will not be approved for payment.

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;

iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, all

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required attachments, and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15th) calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

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ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:

A. The Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) 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 ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City 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 (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City 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 (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City'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.

18. **SUBCONTRACTORS**:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to

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plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

v. REQUIRE THAT THE SUBCONTRACTOR INDEMNIFY AND HOLD THE CITY HARMLESS TO THE SAME EXTENT AS THE CONTRACTOR IS REQUIRED TO INDEMNIFY THE CITY.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without

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liability to Contractor for breach.

20. **WARRANTY – TITLE**: **THE CONTRACTOR WARRANTS THAT IT HAS GOOD AND INDEFEASIBLE TITLE TO ALL DELIVERABLES FURNISHED UNDER THE CONTRACT, AND THAT THE DELIVERABLES ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS, AND ENCUMBRANCES. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL ADVERSE TITLE CLAIMS TO THE DELIVERABLES.**

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract

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voidable.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

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26. **DEFAULT**:
A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. **FRAUD**: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

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A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. **INDEMNITY**:
A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

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B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

33. **LIMITATION OF LIABILITY**: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. **INSURANCE**: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.
B. Specific Coverage Requirements: Specific insurance requirements are contained in the Solicitation and the Insurance Exhibit.

35. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

36. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

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37. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. **INDEMNIFICATION AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

39. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be

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disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be

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identified.

42. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton Code of Ordinances and/or State law. 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 codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. 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 Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. **NO SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

47. **NO GIFT OF PUBLIC PROPERTY**: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

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48. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties

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or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

C. The parties shall not be required to submit to binding arbitration.

54. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be

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construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

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59. **EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:

A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined
in the ADA.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles

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are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list. D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

61. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. **PREVAILING WAGE RATES:** The Contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

64. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

66. **ATTORNEY'S FEES; LEGAL COSTS:** Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

67. **DRUG FREE WORKPLACE:** The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget

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and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

68. **CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

69. **FORCE MAJEURE:** The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

71. **NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

72. **RECORDS RETENTION:** The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this

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Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. **PROCUREMENT LAWS**: The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

74. **AUTHORITY**: Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

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

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

The Contractor shall:

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

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

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EXHIBIT E
INSURANCE REQUIREMENTS

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

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the 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 contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. 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 proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. 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- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the 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:

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- 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 or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the 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 specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed

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Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

B. <u>WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE</u>

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: $100,000.00 Each Accident
Bodily Injury by Disease: $100,000.00 Each Employee
Bodily Injury by Disease: $500,000.00 Policy Limit

NOTES:

a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

C. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of $500,000.00 per occurrence.

NOTE:

a. If CONTRACTOR does not have owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the

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services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

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

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Exhibit F		
RFP 8964		**Mega Promotions, Inc.**
Athletic Concession Stand Opertions		**Denton, TX**
Line #		**Percent Offered for Reimbursement to the City**
	NORTH LAKES CONCESSION	
1	Adult Softball Games (League Night Games)	15%
2	North Lakes Concession Stand - Tournaments	25%
3	City of DentonSpecial Events	25%
	DENIA CONCESSION	
4	Youth Softball Games	15%
5	Tournaments	25%
6	City of Denton Special Events	25%
	VELA ATHLETIC CONCESSION	
7	League Games	25%
8	City of Denton Special Events	25%

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EXHIBIT G

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.**

Mega Promotions, Inc.

2 [X] **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.**

N/A

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 relations hip 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 [X] 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 [X] 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 [X] No

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

N/A

4 [X] **I have no Conflict of Interest to disclose.**

5 Signed by: Linda Buckley 1250A5F26682465

Signature of vendor doing business with the governmental entity

4/16/2026

Date

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

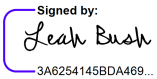
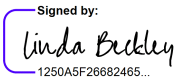
Certificate Of Completion

Envelope Id: 9B504C50-7B42-4C14-BE6D-8F6B048A5D78
Status: Sent
Subject: Please DocuSign: City Council Contract 8964 PARD Athletic Concession Stand Operations
Source Envelope:
Document Pages: 37
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Erica Garcia
901B Texas Street
Denton, TX 76209
erica.garcia@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
4/14/2026 11:53:24 AM
Holder: Erica Garcia
erica.garcia@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Erica Garcia erica.garcia@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 4/14/2026 11:59:13 AM Viewed: 4/14/2026 11:59:21 AM Signed: 4/14/2026 12:00:26 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 4/14/2026 12:00:28 PM Viewed: 4/14/2026 2:23:58 PM Signed: 4/14/2026 2:25:25 PM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 4/14/2026 2:25:27 PM Viewed: 4/15/2026 3:22:35 PM Signed: 4/15/2026 3:44:34 PM
Linda Beckley linda@megapromotionstour.com President Linda Beckley Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/16/2026 4:21:05 PM ID: 36ee29f4-bc0b-4c04-aac1-b3dc70cb887e	 Signature Adoption: Pre-selected Style Using IP Address: 2600:1702:6ef1:39a0:5522:989c:d6b6:71d3	Sent: 4/15/2026 3:44:38 PM Resent: 4/16/2026 9:13:14 AM Viewed: 4/16/2026 4:21:05 PM Signed: 4/16/2026 4:22:34 PM

Signer Events	Signature	Timestamp
Allison Wing Allison.Wing@cityofdenton.com Interim Director Parks and Recreation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/17/2026 7:02:15 AM ID: 95dd3b2b-cbc7-40de-bc63-a85688cf0595	Signed by: Allison Wing 75387A6F0F1B4F3... Signature Adoption: Pre-selected Style Using IP Address: 47.184.97.48 Signed using mobile	Sent: 4/16/2026 4:22:37 PM Viewed: 4/17/2026 7:02:15 AM Signed: 4/17/2026 7:02:59 AM
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		Sent: 4/17/2026 7:03:03 AM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

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: 4/14/2026 12:00:29 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/17/2026 7:03:03 AM Viewed: 4/17/2026 12:41:15 PM

Carbon Copy Events	Status	Timestamp
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		
Jason Barrow jason.barrow@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/14/2026 11:59:13 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, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•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.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Cubic ITS, Inc., for the Gridsmart Video Detection System for the Traffic Department to be stocked in the City of Denton Warehouse; providing for the expenditure of funds therefor; and providing an effective date (RFP 8993 – awarded to Cubic ITS, Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $2,500,000.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

This Request for Proposal (RFP) is for the supply of vehicle detection camera systems, which are stocked in the Warehouse and used by the Traffic Division. These systems are essential for the construction, operation, and maintenance of traffic control systems throughout the City of Denton. Gridsmart Vehicle Detection Systems are the traffic monitoring cameras, hardware, and software that are installed at intersections that feed traffic streams to the Traffic Operations Center. To ensure full compatibility with the City's existing network, all equipment must be Gridsmart. These Gridsmart Video Detection Systems improve the safety of citizens at intersections by providing a single camera solution for actuation and data collection. These items will be carried in the Warehouse working capital inventory and charged to the using department as needed for projects. Orders will be placed as needed over the contract term.

Project Description	Estimated 5-Year Expenditure
Year 1	$475,000
Year 2	475,000
Year 3	475,000
Year 4	475,000
Year 5	475,000
Contingency for price increases	125,000
Total	**$2,500,000**

Request for Proposals was sent to 137 prospective suppliers, including five (5) Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. One (1) proposal was received, and references were checked to ensure the vendor

can provide the services requested in the Scope of Work. The proposal was evaluated based upon published criteria, including schedule, compliance with specifications, probable performance, and price. Best and Final Offer (BAFO) was requested from the firm. The department is awarding the contract to Cubic ITS, Inc.

NIGP Code Used for Solicitation:	550 - Markers, Plaques and Traffic Control Devices
Notifications sent for Solicitation sent in IonWave:	137
Number of Suppliers that viewed Solicitation in IonWave:	19
HUB-Historically Underutilized Business Invitations sent out:	13
SBE-Small Business Enterprise Invitations sent out:	45
Responses from Solicitation:	1

RECOMMENDATION

Award a contract with Cubic ITS, Inc., for the Gridsmart Video Detection Systems for the Traffic Department to be stocked in the City of Denton Warehouse, in a one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $2,500,000.

PRINCIPAL PLACE OF BUSINESS

Cubic ITS Inc.
Sugarland, TX

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same.

FISCAL INFORMATION

These items will be funded from the Warehouse working capital account 800100.6801. Requisitions will be entered throughout the term of the contract to maintain appropriate stock levels and will be charged back to the Traffic department as needed for projects. The Traffic department budgets an annual amount in 352001.6520 to cover the cost of purchasing the equipment from the Warehouse. The five-year not-to-exceed amount is $2,500,000.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Keith Kading, 940-349-7178.

Legal point of contact: Leah Bush at 940-349-8300.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CUBIC ITS, INC., FOR THE GRIDSMART VIDEO DETECTION SYSTEM FOR THE TRAFFIC DEPARTMENT TO BE STOCKED IN THE CITY OF DENTON WAREHOUSE; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8993 – AWARDED TO CUBIC ITS, INC., FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $2,500,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the Gridsmart Video Detection System for the Warehouse Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

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

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the "Request Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

RFP NUMBER	CONTRACTOR	AMOUNT
8993	Cubic ITS, Inc.	$2,500,000.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. 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 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 6281A041-AD3E-4D98-A207-2647BDA9A9CB

Docusign City Council Transmittal Coversheet

RFP	8993
File Name	Gridsmart Vehicle Detection System
Purchasing Contact	Ginny Brummett
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 6281A041-AD3E-4D98-A207-2647BDA9A9CB

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND CUBIC ITS, INC
(Contract #8993)

THIS CONTRACT is made and entered into this date _____by and between **CUBIC ITS, INC** a Texas Corporation , whose address 522 Gillingham Blvd, Sugarland, Texas 77478, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products in accordance with the City's RFP 8993 Gridsmart Vehicle Detection System, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton's [RFP] 8993(the "Solicitation") **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Certificate of Interested Parties Electronic Filing **(Exhibit "D");**
(e) Contractor's Proposal ("Contractor's Offer") **(Exhibit "E")**
(f) Cubic ITS Terms and Conditions **(Exhibit "F")**
(g) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "G")**

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

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 Contract, 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 Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies
Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is

Docusign Envelope ID: 6281A041-AD3E-4D98-A207-2647BDA9A9CB

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 Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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 Contract, 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 this 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.

Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 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 Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract 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.

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 2275, 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.

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.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in the year and day first above written.

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

Signed by:
Matthew Hamilton
AFA2974F165F44F...
SIGNATURE

Matthew Hamilton
PRINTED NAME

Chief Financial Officer
TITLE

Finance
DEPARTMENT

ATTEST:
INGRED REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

CONTRACTOR
Signed by:
BY: _____
F283415F0AC447D...
AUTHORIZED SIGNATURE

Printed Name John Greiner John Greiner

Title: Vice President and General Manager, ITS

281-269-6579 / 865-503-2994
PHONE NUMBER

Contract-bids@cubic.com
EMAIL ADDRESS

2026-1420400
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: _____
CASSEY OGDEN, INTERIM
CITY MANAGER

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Exhibit A
Special Terms and Conditions

1. The Quantities

The quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

2. Product Changes During Contract Term

The Contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the contractor's expense. Products that have been installed will be replaced at the contractor's expense.

3. Authorized Distributor

The Contractor shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton and make available the manufacturer's representative as needed by the City.

4. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Contractor shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Contractor's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

5. Price Escalation and De-escalation

On Contractor's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The Contractor should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

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Requests must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondents must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

6. Total Contract Amount

The contract total shall not exceed $2,500,000.00. Pricing shall be per Exhibit E attached.

7. Delivery Lead Time

Gridsmart products or services will be delivered 4 weeks after the receipt of order from the City.

8. Cooperative Purchasing

It is the intent of the City that any contract resulting from this solicitation be made available for use by other governmental entities, to the maximum extent permitted under applicable federal, state, and local laws, including, but not limited to, the *Texas Government Code Chapter 791*. The Contractor agrees to make the same pricing, terms, and conditions available to any eligible public agency, political subdivision, or governmental entity that elects to purchase under this Contract, provided that such entity issues its own purchase order or agreement referencing the City's contract. Each such participating entity shall be responsible solely for its own obligations, including issuance of purchase orders, receipt of goods or services, and payment of invoices. The City shall not be responsible for the performance or payment of any obligations incurred by such participating entities.

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Exhibit B
City of Denton's RFP 8993 File

On File at the Office of the Purchasing Agent

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Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor . No Terms and Conditions contained in the seller's proposal response, invoice, or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation or Exhibit A, this Contract shall be effective as of the date this Contract is signed by the City and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, purchase order or purchase release number, and the price agreement number, if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

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6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. **PLACE AND CONDITION OF WORK**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

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A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.
C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA) ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

Environmental Protection: The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

12. **INVOICES**:
A. The Contractor shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
B. **Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if

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applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;

iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or

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electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:
A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15th) calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.
B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:
A. The Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have

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electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) 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 ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City'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.

18. **SUBCONTRACTORS**:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment

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to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

V. REQUIRE THAT THE SUBCONTRACTOR INDEMNIFY AND HOLD THE CITY HARMLESS TO THE SAME EXTENT AS THE CONTRACTOR IS REQUIRED TO INDEMNIFY THE CITY.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. **WARRANTY – TITLE**: **THE CONTRACTOR WARRANTS THAT IT HAS GOOD AND INDEFEASIBLE TITLE TO ALL DELIVERABLES FURNISHED UNDER THE CONTRACT, AND THAT THE DELIVERABLES ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS, AND ENCUMBRANCES. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL ADVERSE TITLE CLAIMS TO THE DELIVERABLES.**

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty

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implied by law; and any attempt to do so shall be without force or effect.
C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources.
E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.
A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.
B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**:

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Intentionally Omitted.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**:

A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, for all goods delivered and services

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performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. **FRAUD**: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**: Intentionally Omitted.

32. **INDEMNITY**:

A. Definitions:

i. “Indemnified Claims” shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker’s compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor’s Subcontractors, and third parties), ii. “Fault” shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO,**

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CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

33. **LIMITATION OF LIABILITY**: Intentionally Omitted.

34. **INSURANCE**: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.
B. Specific Coverage Requirements: Specific insurance requirements are contained in the Solicitation and the Insurance Exhibit.

35. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

36. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

37. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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38. **INDEMNIFICATION AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

39. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right,

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title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission,

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percentage, brokerage or contingent fee.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: The Contractor agrees to comply with the conflict of interest provisions of the City of Denon Code of Ordinances and/or State law. 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 codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. 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 Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. **NO SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

47. **NO GIFT OF PUBLIC PROPERTY**: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

48. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that

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no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:
A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority

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regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

C. The parties shall not be required to submit to binding arbitration.

54. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day

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Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. **SURVIVABILITY OF OBLIGATIONS:** All obligations under the contract that by their nature are intended to survive, including but not limited to the warranty, indemnity and confidentiality obligations of the parties shall survive the expiration or termination of the Contract.

58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. **EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:
A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined
in the ADA.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.

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ii. “Cost of components” means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. “Domestic end product” means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. “End product” means those articles, materials, and supplies to be acquired under the contract for public use.
v. “Foreign end product” means an end product other than a domestic end product.
vi. “United States” means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.
D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled “Buy American Act Certificate”.

61. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. **PREVAILING WAGE RATES:** The Contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

64. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of

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the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

66. **ATTORNEY'S FEES; LEGAL COSTS:** Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

67. **DRUG FREE WORKPLACE:** The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

68. **CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

69. **FORCE MAJEURE:** The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No

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delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

71. **NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

72. **RECORDS RETENTION:** The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. **PROCUREMENT LAWS**: The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

74. **AUTHORITY**: Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

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

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

The Contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

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

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8993 Gridsmart Vehicle Detection System
Exhibit E-Pricing

					Cubic ITS, Inc.
Line #	**Description**	**Mfgr**	**QTY**	**UOM**	**Unit**
1	SECTION A: CAMERAL SYSTEMS-GRIDSMART ONLY				
2	VID DET SYS W/ MODU, FIB, DUAL;GS3-SMK-F, SYS,PFM,TS2OPT,Y-CBL **Estimated Annual Qty.**	GRIDSMART	15	EA	$19,832.00
3	VID DET SYS W/ MODU, FIB, SGL;GRIDSMART CAMERA MUST SHIP DIRECTLY FROM GRIDSMART / MOUNTING HARDWARE MAY SHIP SEPARATELY**Estimated Annual Qty.**	GRIDSMART	2	EA	$15,799.00
4	VIDEO DET PROCESSOR/MODULE/CBL;GS3-SYS, GS-3-TS2, GS3-TS2-OPT**Estimated Annual Qty.**	GRIDSMART	10	EA	$9,630.00
5	VIDEO DETECTION, CAMERA FIBER;GRIDSMART CAMERA ONLY**Estimated Annual Qty.**	GRIDSMART	5	EA	$3,300.00
6	CABLE, FIBER MULTIMODE;GRIDSMART GS-3-FIB**Estimated Annual Qty.**	GRIDSMART	5	EA	$1,805.00
7	TOOLKIT, SMARTCONNECT;GRIDSMART GS-3-SCT**Estimated Annual Qty.**	GRIDSMART	1	EA	$5,800.00
8	VIDEO DETECTION PROCESSOR;GRIDSMART GS3-SYS**Estimated Annual Qty.**	GRIDSMART	5	EA	$9,250.00
9	SDLC CABLE FOR TS2 INTERFACE, 6';GRIDSMART GS-3-TS2 **Estimated Annual Qty.**	GRIDSMART	5	EA	$235.00
10	TS2 MODULE GS3;GRIDSMART GS3-TS2-OPT**Estimated Annual Qty.**	GRIDSMART	5	EA	$145.00

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EXHIBIT F

CUBIC ITS TERMS AND CONDITIONS

These terms and conditions of sale (the "Terms and Conditions") along with the City of Denton contract number RFP 8993 constitute the terms and conditions of sale between Cubic ITS and the party identified on the face hereof or in any separate quote, purchase order or services agreement ("Buyer").

Section I. TERMS OF SALE

A. GENERAL These Terms and Conditions apply to equipment purchases, spare parts, software licensing, services and repairs obtained from Cubic. These terms apply to orders placed by the issuance of a purchase agreement or purchase order via email, facsimile, courier, or mail as well as to electronic sales placed by Buyer through a Cubic website, if applicable.

B. ACCEPTANCE. Buyer's acceptance of any offer, goods or services associated with these terms is expressly conditioned on the Buyer's assent to these terms and conditions. Buyer's issuance of an order in response to this quote shall constitute acceptance of the quote and these terms and conditions. No understanding, promise or representation, and no waiver, alteration, addition to, or modification of any provision hereof, shall be binding unless agreed to in writing by both parties

C. PRICING Intentionally Omitted..

D. CHANGES All changes in any term or condition hereof must be agreed to and accepted by Cubic. Any difference in price, delivery or other terms resulting from such change shall be equitably adjusted and the purchase agreement/purchase order modified accordingly.

E. TERMINATION/CANCELLATION Intentionally Omitted.

F. DELAY IN SHIPMENT Intentionally Omitted.

G. DELIVERY date is the date stated in the purchase agreement/purchase order acknowledgment. Cubic will not allow partial shipments without the consent of the Buyer. Partial shipments will be subject to payment terms in Clause I. If the Buyer desires partial shipments, Buyer must place separate purchase orders with the desired shipment date(s).

H. SHIPMENT and RISK OF LOSS Shipment will be F.O.B. Origin Freight Paid. Transportation method is at Cubic's option and Cubic shall bear the responsibility for outbound transportation charges. The risk that the ordered goods may be lost, damaged, or delayed in transit shall be borne by Buyer at the point of origin.

I. INVOICING AND PAYMENT TERMS Invoicing shall take place at time of shipment. Payment terms are net thirty (30) days from receipt of invoice. Buyer agrees that these same terms will also apply to any partial shipments. Cubic accepts cash, check, Electronic Funds Transfer, and certain credit cards. All credit extended by Cubic to Buyer and the limits of such credit, is at Cubic's sole discretion, and may be reduced or revoked by Cubic at any time, for any reason. As a condition for the continued extension of credit, Buyer agrees to provide Cubic with current credit information and the latest annual financial statement within five (5) business days following request by Cubic. Furthermore, Cubic reserves the right to charge Buyer a late payment fee at the rate of one and one-half percent (1½%) of the amount due for each month or portion thereof that the amount due remains unpaid or such amount as may be permitted under applicable law. Export orders may be subject to special export payment terms and conditions. All payments must be made in U.S. dollars. If Buyer fails to make payment within thirty (30) days of invoice, or fails to comply with

Cubic's credit terms, or fails to supply adequate assurance of full performance to Cubic within a reasonable time after requested by Cubic (such time as specified in Cubic's request), Cubic may suspend shipments and/or services, if any, until such payment or compliance is made. Additionally, Cubic may require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated

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costs of collection), and/or may, at its option, cancel all or any part of an unshipped order in accordance with Clause E hereof. Additionally, Buyer, and each of its subsidiaries and affiliates, agrees to provide to Cubic proper authorization necessary for Cubic to request any financial information from third parties. Buyer agrees to assume responsibility for, and Buyer hereby unconditionally guarantees payment of, as provided herein, all purchases made by Buyer, its subsidiaries, and affiliates. Each of Buyer's subsidiaries and affiliates purchasing from Cubic are jointly and severally liable for purchases with Buyer, and Buyer is also acting as agent for such subsidiaries and affiliates.

J. SALES AND SIMILAR TAXES The prices provided for in any purchase agreement/purchase order are exclusive of any present or future import duty, federal, state, provincial, county, municipal, or other sales, use, excise, gross receipts, value added or similar tax with respect to the products and services covered hereby, and of any inventory or property tax or other similar charges with respect to the products and services covered hereby, unless such taxes are provided in the applicable quotation. City of Denton is exempt from federal excise taxes, state taxes, and city sales tax and will furnish a tax exemption certificate. If the Buyer is exempt from the payment of applicable duty, tax, or charge, the Buyer shall provide Cubic with a suitable copy of the tax-exempt certificate or permit at the time the purchase agreement/purchase order is issued.

K. WARRANTY - See Warranty terms in Exhibit A

L. MAINTENANCE Buyer shall be responsible for the maintenance of any deliverables provided. In the event Buyer elects to have Cubic perform maintenance, such maintenance will be provided at prevailing service rates.

M. LIMITATION OF LIABILITY

CUBIC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES WHICH MAY BE SUFFERED BY BUYER WITH RESPECT TO THIS PURCHASE AGREEMENT/PURCHASE ORDER, INCLUDING BUT NOT LIMITED TO, LOSS OF PRESENT OR PROSPECTIVE PROFITS, LOSS OF INCOME OR REVENUE, EXPENDITURES, INVESTMENTS OR COMMITMENTS, OR LOSS OF BUSINESS OR DATA, WHETHER IN AN ACTION IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), EVEN IF CUBIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF CUBIC FOR CLAIMS ASSERTED UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE PAID FOR THE APPLICABLE CONTRACT TERM.

N. TITLE The title and right of possession of Buyer's equipment repaired or modified hereunder shall remain with the Buyer, subject to any applicable lien rights of Cubic. Cubic shall bear risk of loss for Buyer's property while on Cubic's premises. Reasonable access to this equipment shall be provided to Buyer. Cubic shall retain title for all shipped items until delivery F.O.B. Origin Freight Prepaid.

O. CHOICE OF LAW / DISPUTES The validity, interpretation and performance of the purchase agreement/purchase order shall be governed by and construed under the laws of the State of Texas, excluding its choice of law principles. Any controversy or claim arising out of or relating to the purchase agreement/purchase order, transaction or the breach, termination, or invalidity thereof, shall be settled by binding arbitration in Denton County, Texas, USA, in accordance with the rules of the American Arbitration Association ("AAA"). There shall be one arbitrator appointed by the AAA trained in the law who shall have experience in arbitration of similar disputes. The language of the arbitration shall be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall be responsible for its respective costs and attorneys' fees incurred in arbitration, except that costs and fees invoiced by the AAA for the services of the arbitrator(s) and its own fees and expenses shall be borne equally by the parties.

P. PROPRIETARY RIGHTS AND SOFTWARE Title to all Cubic and third-party software (including software embedded within hardware), proprietary data, intangible property, intellectual property, patents, patents pending, trade secrets, copyrights, trade dress, service and trademarks, service and trade names, designs, drawings, and the like, shall remain with Cubic or relevant

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third party, as applicable. All software usage hereunder shall be governed by the Cubic Software License Agreement, Section III. Buyer shall have no right, title, or interest in the trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogs or any other intellectual property rights reserved by Cubic, or any trademarks or service marks owned by suppliers to Cubic. Buyer shall have no right to copy or use any of the intellectual property of Cubic or its suppliers without Cubic's written permission.

Q. CONFIDENTIALITY Buyer shall treat the delivery items as confidential, and shall not disclose them, nor any part of them to third parties only Buyer's employees who have a need to know, and who are informed in writing not to disclose the deliverable items or any part of them to third parties, may have access to the deliverable items. Buyer shall not reverse engineer the deliverable items. In addition, any other items which are marked as confidential, proprietary, or the like, shall not be disclosed to any third party and may be disclosed to only those employees of Buyer described above.

R. FORCE MAJEURE The parties shall not be liable to each other for any loss, damage or other claim whatsoever arising out of a delay, failure, or inability to perform any obligation(s) contained in the purchase agreement/purchase order which is beyond a

party's reasonable control. Such causes may include, but are not limited to, any act of God, severe weather conditions, catastrophic events, fire, flood, lightning, earthquake, tornado, labor disputes, transportation delays, pandemic, war, terrorism (actual or threatened), revolution, riot, sabotage, act of the public enemy, explosion, embargo, confiscation or act or failure to act of any government, agency, board, or commission.

S. CUSTOM PRODUCTS Cubic may offer products manufactured or assembled to Buyer's specifications ("Custom Product(s)"). Cubic is not responsible for verifying or confirming the accuracy of specifications provided by Buyer to Cubic for Custom Products. All Custom Products are sold on a "FINAL SALE" basis only, and no cancellations, returns, refunds or credits are allowed. CUBIC'S

LIMITED WARRANTY TERMS INCLUDED IN THESE TERMS AND CONDITIONS (AS EXHIBIT A) DO NOT APPLY TO CUSTOM PRODUCTS. CUSTOM PRODUCT WARRANTY PROVIDED BY CUBIC SHALL BE LIMITED TO WHATEVER WARRANTY TERMS ARE AGREED BETWEEN THE PARTIES AS REFLECTED IN APPLICABLE SALES OR PURCHASE ORDER DOCUMENTATION.

T. EXPORT COMPLIANCE Cubic's performance hereunder may be subject to export restrictions, regulations, and licensure. Buyer shall assist Cubic, to the extent necessary, in obtaining all applicable

U.S. Government export licenses. Cubic's failure to timely receive appropriate export licensure or government documentation shall excuse Cubic from performance.

Once the delivery items are in Buyer's custody, Buyer shall comply with continuing export restrictions, regulations, licensure, and technical assistance agreement(s), including without limitation, the International Traffic in Arms Regulations, Title 22 Code of Federal Regulations Section 120 et seq.

U. ANTI-BRIBERY/GRATUITIES/CORRUPTION COMPLIANCE Buyer hereby certifies that it has and will continue to comply with all applicable anti-bribery, anti-corruption, and procurement integrity laws and regulations (including, but not limited to, the United States Foreign Corrupt Practices Act and the U.S. Procurement Integrity Act) in all matters pertaining or related to the subject matter of this Agreement. Buyer shall, from time to time, provide written certifications to this effect upon written request from Cubic.

SECTION II

ADDITIONAL TERMS AND CONDITIONS RELATED TO THE PERFORMANCE OF SERVICES.

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IN ADDITION TO THE STANDARD TERMS AND CONDITIONS IN SECTION I, PERFORMANCE OF SERVICES WILL BE GOVERNED BY THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS ("ADDITIONAL SERVICE TERMS"). SERVICES MAY BE PERFORMED BY: (i) CUBIC, ITS EMPLOYEES AND AGENTS ("CUBIC PERSONNEL"); (ii) CUBIC SUBSIDIARIES OR AFFILIATES ("CUBIC SERVICE ENTITIES"); OR THIRD-PARTY SUBCONTRACTORS ("THIRD-PARTY PROVIDERS"). FOR PURPOSES OF THIS SECTION II, CUBIC PERSONNEL, CUBIC SERVICE ENTITIES AND THIRD-PARTY PROVIDERS ARE EACH REFERRED TO AS A "SERVICE PROVIDER" AND EACH SERVICE PROVIDER, TOGETHER WITH ITS PERSONNEL, IS REFERRED TO AS "SERVICE PROVIDER PERSONNEL." THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION II ARE EXTENDED SOLELY BY THE SPECIFIC SERVICE PROVIDER PERFORMING SERVICES. DEPENDING UPON THE NATURE OF THE SERVICES PROVIDED, THE APPLICABLE SERVICE PROVIDER MAY REQUIRE BUYER TO EXECUTE ADDITIONAL CONTRACTUAL DOCUMENTS PRIOR TO THE PERFORMANCE OF SUCH SERVICES. IN THE EVENT OF A CONFLICT BETWEEN THE STANDARD TERMS AND CONDITIONS IN SECTION I AND THE ADDITIONAL SERVICE TERMS IN SECTION II, THE ADDITIONAL SERVICE TERMS IN SECTION II SHALL PREVAIL FOR THE PERFORMANCE OF SERVICES.

AA. LIMITED SERVICES WARRANTY ALL SERVICES WILL (i) BE PERFORMED IN A WORKMANLIKE MANNER; (ii) CONFORM TO THE SPECIFICATIONS (IF ANY) PROVIDED BY THE SERVICE PROVIDER IN A STATEMENT OF WORK; AND (iii) IF SERVICES ARE IMPROPERLY PERFORMED AND BUYER NOTIFIES THE SERVICE PROVIDER OF THE IMPROPERLY PERFORMED SERVICES WITHIN 90 DAYS AFTER PERFORMANCE OF SUCH SERVICES, THEN THE SERVICE PROVIDER WILL RE-PERFORM THOSE SERVICES, IN WHOLE OR IN PART, AS NECESSARY TO CURE THE PARTICULAR BREACH, OR AT THE SERVICE PROVIDER'S SOLE OPTION, REFUND THE AMOUNT PAID BY BUYER FOR THE SERVICES DIRECTLY ATTRIBUTABLE TO THE PARTICULAR BREACH. THE SERVICE PROVIDER'S RE-PERFORMANCE OR REFUND OF AMOUNTS PAID BY BUYER FOR THE SERVICE DIRECTLY ATTRIBUTABLE TO THE PARTICULAR BREACH SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY.

BB. WARRANTY DISCLAIMER AND WAIVER FOR SERVICES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION II FOR SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE SERVICE PROVIDER DISCLAIMS, AND BUYER WAIVES, ALL OTHER WARRANTIES FOR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. THE WARRANTIES SET FORTH IN THIS SECTION II ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES FOR THEIR INTENDED PURPOSE AND SHALL NOT APPLY TO SERVICES WHICH HAVE BEEN SUBJECT TO MODIFICATION BY BUYER OR ANY THIRD PARTY.

CC. LIMITATION OF LIABILITY THE SERVICE PROVIDER EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IN THE PERFORMANCE OF SERVICES. THE SERVICE PROVIDER'S LIABILITY IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID FOR THE APPLICABLE CONTRACT TERM.

DD. PAYMENT AND CREDIT TERMS Except as otherwise agreed to by the parties, Buyer will be invoiced upon completion of mutually agreed milestone(s) or completion of services. Payment terms are net thirty (30) days from the receipt of invoice. All other payment terms are as set forth in Section I.

EE. Intentionally Omitted.

FF. INDEMNITY Intentionally Omitted.

GG. ACCESS TO BUYER'S PREMISES To the extent access to and/or office space within Buyer's premises is required; Buyer shall provide Service Provider personnel such access to and/or office space within Buyer's premises free of charge as necessary for performance of services supplied by Service Provider. Prior to starting any work at Buyer's premises, Buyer will: (i) provide documentation that identifies any existing hazardous materials or dangerous or potentially dangerous conditions on or about Buyer's premises; and (ii) allow Service Provider personnel, at its option, reasonable access to Buyer's premises to perform or have performed a visual site inspection. Service Provider will have no responsibility or liability for

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EXHIBIT F

the actual existing conditions; or identifying, correcting or advising Buyer of existing conditions on Buyer's premises ("Pre-Existing Conditions"). Buyer shall not attempt to condition the right of Service Provider personnel to obtain free access to Buyer's premises upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of Service Provider or Service Provider personnel. If any Service Provider personnel sign such an agreement, waiver, or release, it shall be of no force and effect.

Buyer shall also comply with such other and further protocols and rules as may be announced by Cubic from time to time or required by additional US Government regulations, EOs or under the guidance of the Safer Federal Workforce Task Force.

HH. RIGHT TO SUBCONTRACT Buyer agrees that the Service Provider may subcontract the performance of services to third parties. Buyer authorizes the Service Provider to disclose all information to the subcontractor, including confidential information necessary for such performance of services by the subcontractor.

II. Cubic is Build America, Buy America (BABA) compliant in our commitment to supporting American manufacturing excellence, supply chain, and economy. With Trafficware Cabinets and Controllers manufactured in Tullahoma, TN, and Gridsmart production in Knoxville, TN, all Cubic ITS products are Build America, Buy America Compliant in accordance with the FHWA final rule effective March 17, 2025. Cubic ITS products are manufactured and assembled in America with more than 55% of components mined, produced, or manufactured in the United States. Our products exceed the latest BABA requirements for Federal-Aid projects without need for a Manufactured Products Waiver.

JJ. Security Incident and Vulnerability Response. Vendor shall notify the City within 24 hours of becoming aware of any actual or suspected data breach, discovered system vulnerability, or security incident. Such notifications shall be made to City staff through electronic communication with City staff confirming receipt of notification. The Vendor shall provide ongoing updates as new information becomes available and shall fully cooperate with the City in any related investigation, mitigation, or remediation efforts.

KK. Compliance Standards. The Provider shall ensure compliance with the following standards and frameworks, as applicable:

(1) ISO/IEC 27001
(2) NIST SP 800-53
(3) CIS Controls
(4) GDPR, CCPA, HIPAA, and PCI-DSS

SECTION III

SOFTWARE LICENSE AGREEMENT

THE SOFTWARE PROGRAMS AND/OR DOCUMENTATION ("SOFTWARE") PROVIDED TO YOU ARE LICENSED, NOT SOLD. CUBIC ITS, ("CUBIC "), OWNS ALL COPIES OF THE SOFTWARE, INCLUDING BACKUP AND ARCHIVAL COPIES. YOU (THE "LICENSEE")

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ONLY HAVE THE LIMITED RIGHTS EXPRESSLY GRANTED TO YOU UNDER THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT ("SLA").

LICENSEE UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING TERMS AND CONDITIONS AND AGREES THAT INSTALLING, OPERATING OR USING THE SOFTWARE IN ANY WAY INDICATES LICENSEE'S ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. Rights in Data. Licensee acknowledges and agrees that all ownership rights, title and interest in the Software shall remain with Cubic, whether or not incorporated into or with other software, including, but not limited to, the right of copyright. Licensee acknowledges and agrees that the Software is the proprietary information of Cubic and that this Agreement grants Licensee no title or right of ownership in the Software.

2. License Grant. In consideration of the payment of the license fee under separate agreement and Licensee's acceptance of the terms of this SLA, Cubic hereby grants to Licensee a royalty free, nonexclusive, non-transferable, non-sublicensable license to use the Software. Any revision changes, updates, upgrades or enhancements to the Software that are provided to Licensee shall be subject to all terms of this SLA. Licensee may make one (1) copy of the Software for back-up purposes only.

3. All data created, collected, processed, or stored through the software or services provided under this Agreement shall be and remain the sole property of the City. CUBIC shall have no ownership rights or interest in such data and shall not access, use, disclose, share, sell, or redistribute the City's data for any purpose other than fulfilling its obligations under this Agreement. Any use of the City's data beyond these purposes is strictly prohibited without the City's prior written consent.

4. Restrictions. Licensee may not: (a) copy (other than the one copy for back-up purposes), distribute, rent, lease, assign, transfer, mortgage, or sell the Software or sublicense all or any portion of the Software; (b) reverse engineer, decompile or disassemble the Software; or (c) modify, alter or make derivative works of the Software. Licensee agrees to keep confidential and implement reasonable measures to prevent and protect the Software and its contents from unauthorized disclosure or use. Licensee also agrees to include the copyright notice, trademark, or proprietary legends of Cubic associated with the Software on the back-up copy, and to verify the same has been affixed to any revision changes, updates, upgrades or enhancements that are provided to Licensee.

5. Warranty. See software warranty terms in Exhibit A.

6. CUBIC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES WHICH MAY BE EXPERIENCED BY LICENSEE WITH RESPECT TO THIS SOFTWARE LICENSE AGREEMENT AND/OR USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF INCOME OR REVENUE, EXPENDITURES, INVESTMENTS OR COMMITMENTS, OR LOSS OF BUSINESS OR DATA, WHETHER IN AN ACTION IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), EVEN IF CUBIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF CUBIC FOR CLAIMS ASSERTED UNDER THIS SOFTWARE LICENSE AGREEMENT SHALL BE LIMITED TO THE TOTAL VALUE OF THE LICENSE FEE PAID FOR THE SOFTWARE GIVING RISE TO ANY SUCH LIABILITY.

7. INDEMNIFICATION.

(a) Cubic agrees to defend, or at its option settle, indemnify and hold Licensee harmless from any and all third party intellectual property infringement suits, claims, or proceedings brought against Licensee as a result of Licensee's stand-alone use of the Software where Licensee has (i) given Cubic prompt notice of such suit, claim, or proceeding; (ii) allowed Cubic to have sole control of the defense or settlement of such suit, claim or proceeding; and (iii) given Cubic all necessary assistance to defend the same.

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EXHIBIT F

Notwithstanding subparagraph (a) above, Cubic shall not be bound to defend, indemnify, or hold Licensee harmless where (i) such claim or action would have been avoided but for modifications of the Software, or portions thereof, made after delivery to the Licensee; (ii) such claim or action would have been avoided but for the combination or use of the Software, or portions thereof, with other products, processes or materials not supplied or specified in writing by Cubic; (iii) Licensee continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (iv) Licensee's use of the Software is not strictly in accordance with the terms of this Software License Agreement. Licensee will be liable for all damages, costs, expenses, settlement and attorneys' fees related to any claim of infringement arising as a result of (i) – (iv) in the immediately preceding sentence.

(b) If a third party's claim endangers or disrupts Licensee's use of the Software, Cubic shall, at Cubic's option and at no charge to Licensee, (i) obtain a license so Licensee may continue use of the Software; (ii) modify the Software to avoid the infringement; (iii) replace the Software with a compatible, functionally equivalent and non-infringing product; or (iv) refund to Licensee the amount paid for the Software as depreciated on a straight-line sixty (60) month basis; provided, however, Cubic shall have no such obligation where any of subparagraphs (b)(i)-(iv) apply.

(c) THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CUBIC, AND THE EXCLUSIVE REMEDY OF LICENSEE, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE.

7. EXPORT REGULATIONS. If the Software is for use outside of the United States, Licensee agrees to comply fully with all relevant regulations of the United States Department of Commerce and with the United States Export Administration Act to assure that the Software and media are not exported in violation of the United States Export Laws.

8. MAINTENANCE. Licensee may obtain maintenance support after the one year period for the Software by purchasing a software maintenance contract from Cubic at its then current applicable fees.

9. GOVERNING LAW. This Software License Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Texas, USA.

10. 10. DISPUTE. In the event of any unresolved dispute between the parties relating to this Software License Agreement, such unresolved dispute shall be submitted to binding arbitration under the Commercial Rules of Arbitration of the American Arbitration Association (AAA). The arbitration shall be held in Denton County, Texas, USA. There shall be a single arbitrator appointed by the AAA. The decision of the arbitrator shall be final and binding. The prevailing party shall be entitled to recover actual attorney fees and costs, including expert witness fees and associated expenses. Licensee acknowledges that, due to the unique nature of the Software, there may be no adequate remedy at law for the Licensee's unauthorized use or disclosure of the Software in breach of this Software License Agreement and that such breach may cause immediate and irreparable harm to Cubic. Accordingly, notwithstanding the provisions of the paragraph above, upon any such breach or any threat thereof by the Licensee, Cubic shall be entitled to pursue appropriate equitable or injunctive relief from any court of competent jurisdiction.

11. NON-WAIVER. Failure or neglect by Cubic to enforce at any time any of its rights or remedies shall not be deemed a waiver of its rights or remedies nor prejudice Cubic's right to take subsequent action.

12. SEVERABILITY. In the event any of these terms are determined to be invalid or unenforceable to any extent such term shall be modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein, and the remainder of this Software License Agreement shall continue to be valid to the fullest extent permitted by law.

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EXHIBIT F

13. ASSIGNMENT. Licensee may not assign this Software License Agreement without the prior written consent of Cubic which shall not be unreasonably withheld. Cubic shall provide prompt written notice of assignment to Licensee.

14. TAXES. Intentionally Omitted.

15. ENTIRE AGREEMENT. No change, waiver, or discharge hereof shall be valid unless in writing and signed by authorized representatives of both the Licensee and Cubic. This Software Agreement is the exclusive statement of the understanding between the parties with respect to licensing the Software.

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EXHIBIT F

CUBIC ITS HARDWARE WARRANTY

CUBIC WARRANTS TO THE BUYER THAT THE HARDWARE DELIVERABLES HEREUNDER WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR THESE PERIODS:

- THREE (3) YEARS FOR GRIDSMART PROCESSORS AND FISHEYE CAMERAS;
- NINETY (90) DAYS FOR GRIDSMART ACCESSORIES;
- ONE (1) YEAR FOR ALL OTHER NEW HARDWARE NOT EXPLICITLY NAMED ABOVE INCLUDING, BUT NOT LIMITED TO, TRAFFIC SIGNAL CONTROLLERS, TRAFFIC CABINETS, TRAFFIC CABINET PLUG-INS, TRAFFIC CABINET ACCESSORIES, AND GRIDSMART TRADITIONAL CAMERAS.

THE APPLICABLE WARRANTY PERIOD SHALL BEGIN NINETY (90) DAYS AFTER THE DATE OF SHIPMENT. THE WARRANTY PERIOD FOR ANY REPAIRED HARDWARE OUTSIDE THE INITIAL WARRANTY PERIOD IS ONE (1) YEAR AND APPLIES TO THE REPAIRED COMPONENTS ONLY. IF ANY DELIVERABLES DO NOT CONFORM TO THE APPLICABLE WARRANTY, AND IF THE BUYER PROMPTLY NOTIFIES CUBIC, CUBIC SHALL DETERMINE WHETHER OR NOT THE CLAIMED DEFECT EXISTS. IF CUBIC DETERMINES THAT A DEFECT DOES EXIST, IT WILL, AT CUBIC'S OPTION, EITHER (I) REPAIR THE DEFECT, (II) REPLACE THE DEFECTIVE PRODUCT, OR (III) CREDIT OR REFUND THE BUYER A PRO-RATED AMOUNT OF THE PURCHASE PRICE OF THE PRODUCT. BUYER MAY OPTIONALLY PURCHASE ADDITIONAL YEARS OF WARRANTY FROM CUBIC.

THIS LIMITED WARRANTY DOES NOT COVER LOSS OR DAMAGE WHICH: (i) IS DUE TO IMPROPER INSTALLATION (OTHER THAN INSTALLATION BY CUBIC), MAINTENANCE, MISUSE, NEGLECT, OR ANY CAUSE OTHER THAN THE BUYER'S, OR ITS CUSTOMER'S OR CONTRACTOR'S, USE OF THE PRODUCT IN THE APPLICATION IT WAS INTENDED; (ii) IS DUE TO ADJUSTMENT, REPAIR OR MODIFICATION BY ANY PERSON OTHER THAN AS AUTHORIZED BY CUBIC; OR, (iii) IS DUE TO STORAGE OR USE IN AN IMPROPER ENVIRONMENT, EXCESSIVE OR INADEQUATE HEATING OR AIR CONDITIONING, AND ELECTRICAL POWER FAILURES, SURGES OR OTHER IRREGULARITIES WHILE IN THE CUSTODY OR CONTROL OF BUYER OR ITS CUSTOMER OR CONTRACTORS.

CUBIC IS NOT RESPONSIBLE FOR PROBLEMS CAUSED BY HARDWARE OR COMPUTER OPERATING SYSTEMS WHICH ARE NOT COMPATIBLE WITH THE SYSTEM SPECIFICATIONS AS SET FORTH IN CUBIC'S TECHNICAL DOCUMENTATION, OR FOR PROBLEMS IN THE INTERACTION WITH NON-CUBIC SUPPLIED SOFTWARE OR EQUIPMENT, THE USE OF WHICH IS NOT APPROVED BY CUBIC. CUBIC SHALL HAVE NO LIABILITY WITH RESPECT TO DELIVERABLES THAT WERE SUBJECTED TO ABUSE, VANDALISM OR MISUSE.

THE WARRANTY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY, IN LIEU OF ALL OTHER WARRANTIES, AND NO OTHER WARRANTIES OF ANY KIND SHALL APPLY, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM THIRD PARTY INFRINGEMENT CLAIMS.

NO RETURNS, FOR ANY REASON, WILL BE ACCEPTED WITHOUT BUYER OBTAINING A RETURN MATERIAL AUTHORIZATION (RMA) NUMBER IN ADVANCE FROM CUBIC. A 25% RESTOCKING FEE BASED ON THE ITEM PRICE WILL BE CHARGED TO THE BUYER FOR ALL RETURNS FOR REASONS OTHER THAN WARRANTY. FREIGHT CHARGES WILL BE THE RESPONSIBILITY OF THE BUYER. BEFORE RETURNING ANY PRODUCT FOR ANY

REASON, BUYER MUST:(I) CONTACT THE CUBIC FACILITY FROM WHICH THE PRODUCT WAS PURCHASED; (II) USE THE CUBIC TICKETING SYSTEM HTTP://CUBICITS.FRESHDESK.COM; OR (III) CALL CUSTOMER CARE AT 1-866-652-5347 TO SPEAK TO YOUR CUSTOMER SERVICE REPRESENTATIVE.

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EXHIBIT F

CUBIC ITS SOFTWARE WARRANTY

CUBIC WARRANTS TO THE BUYER THAT THE SOFTWARE SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE CUBIC DOCUMENTATION, AS IT EXISTS ON THE DATE OF DELIVERY FOR A PERIOD OF ONE YEAR FROM THE DATE OF DELIVERY WITH RESPECT TO TRAFFICWARE SOFTWARE. BUYER MAY OPTIONALLY PURCHASE ADDITIONAL YEARS OF WARRANTY FROM CUBIC FOR THE TRAFFICWARE SOFTWARE, UP TO FIVE (5) YEARS TOTAL.

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THE LIMITED WARRANTIES CONTAINED HEREIN DO NOT INCLUDE LOSS OR DAMAGE WHICH: (i) IS DUE TO IMPROPER INSTALLATION (INSTALLATION BY ANYONE OTHER THAN CUBIC OR AS APPROVED BY CUBIC); (ii) IS DUE TO MISUSE, NEGLECT, FAILURE TO PERFORM PROPER AND REQUIRED MAINTENANCE, OR ANY USE OTHER THAN IN A TRANSIT APPLICATION BY LICENSEE OR ITS CUSTOMER OR CONTRACTORS; OR (iii) IS DUE TO ADJUSTMENT, REPAIR OR MODIFICATION BY ANY PERSON OTHER THAN CUBIC OR AS AUTHORIZED BY CUBIC.

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EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, CUBIC GRANTS NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM THIRD PARTY INFRINGEMENT CLAIMS.

FOR ANY SOFTWARE WARRANTY CLAIMS, BUYER MUST: (i) LOG A SUPPORT TICKET USING CUBIC'S ONLINE SUPPORT PORTAL, HTTP://CUBICITS.FRESHDESK.COM; OR (ii) CALL CUSTOMER CARE AT 1-866- 652-5347 TO SPEAK TO A CUSTOMER SERVICE REPRESENTATIVE.

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CONFLICT OF INTEREST QUESTIONNAIRE

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).

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.**

Cubic ITS, Inc.

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

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

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

_____

Name of Officer

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

_____ 02/02/2026

Signature of vendor doing business with the governmental entity Date

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4 ■ **I have no Conflict of Interest to disclose.**

5

Anastasia Cunningham-Thomas Digitally signed by Anastasia Cunningham-Thomas Date: 2026.02.04 08:31:27 -05'00'

Signature of vendor doing business with the governmental entity

02/02/2026

Date

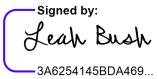
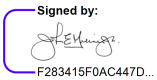
Certificate Of Completion

Envelope Id: 6281A041-AD3E-4D98-A207-2647BDA9A9CB
Status: Sent
Subject: Please DocuSign: City Council Contract 8993 Gridsmart Vehicle Detection System
Source Envelope:
Document Pages: 41
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Ginny Brummett
901B Texas Street
Denton, TX 76209
Ginny.Brummett@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
4/13/2026 5:07:08 PM
Holder: Ginny Brummett
Ginny.Brummett@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Ginny Brummett Ginny.Brummett@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 4/13/2026 5:08:09 PM Viewed: 4/13/2026 5:08:21 PM Signed: 4/13/2026 5:08:37 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 4/13/2026 5:08:40 PM Viewed: 4/14/2026 7:59:37 AM Signed: 4/14/2026 8:00:04 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 63.196.246.33	Sent: 4/14/2026 8:00:08 AM Viewed: 4/15/2026 4:51:58 PM Signed: 4/16/2026 4:57:48 PM
John Greiner Contract-bids@cubic.com Regional Counsel/Director of COntracts Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/17/2026 2:54:41 PM ID: 812a7525-9ddb-4b31-8173-19390eae9f9a	 Signature Adoption: Uploaded Signature Image Using IP Address: 163.116.247.113	Sent: 4/16/2026 4:57:51 PM Resent: 4/20/2026 3:31:33 PM Resent: 4/22/2026 12:08:55 PM Resent: 4/23/2026 10:00:57 AM Viewed: 4/23/2026 10:05:53 AM Signed: 4/23/2026 10:12:05 AM

Signer Events	Signature	Timestamp
Matthew Hamilton Matthew.Hamilton@cityofdenton.com Chief Financial Officer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  AFA2974F165F44F... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/23/2026 10:12:09 AM Resent: 4/23/2026 10:21:50 AM Viewed: 4/23/2026 12:43:42 PM Signed: 4/23/2026 12:47:07 PM
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		Sent: 4/23/2026 12:47:11 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

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: 4/13/2026 5:08:40 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 4/23/2026 12:47:11 PM Viewed: 4/23/2026 2:24:30 PM

Carbon Copy Events	Status	Timestamp
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		
Keith Kading Keith.Kading@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/22/2026 11:17:39 AM ID: d5f8857e-ac04-4c5f-bb7b-ea53428f79dc		
Eleanor Pontoriero eleanor.pontoriero@cubic.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2026 5:08:09 PM
Envelope Updated	Security Checked	4/23/2026 10:00:48 AM
Envelope Updated	Security Checked	4/23/2026 10:21:48 AM
Envelope Updated	Security Checked	4/23/2026 10:21:48 AM
Envelope Updated	Security Checked	4/23/2026 10:21:48 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.

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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.

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

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•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:

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- 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.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying Change Order No. 1 to the contract between the City of Denton and 4X Construction Group, LLC, for the Cell 6 Construction Project for the Solid Waste and Recycling Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8907 – Change Order No. 1 in the not-to-exceed amount of $618,467.03, for a total contract award aggregated to $5,491,222.03). The Public Utilities Board will consider this item on Monday, May 18, 2026.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Promote Sustainability and the Environment.

INFORMATION/BACKGROUND

The contract for this project was awarded to 4X Construction Group, LLC, through the City's formal competitive proposal process. The contract was approved by City Council on March 24, 2026.

Recently, the price of oil has been rising, directly impacting the petroleum-based products essential to this project. The project requires the installation of over 3.3 million square feet of specialized materials, including High-Density Polyethylene (HDPE) and Geocomposite liners. Because these materials are produced on demand and are highly susceptible to UV damage during storage, they cannot be purchased in advance. The Contractor has submitted a price increase of 23.5% based on documented supplier cost escalations.

To remain on the timeline necessary to maintain regulatory compliance, the Solid Waste and Recycling Department and Procurement recommend processing this change order under the Declaration of Emergency process to remain on track with the critical path for the project. Any further delays can impact the Landfill's capacity, which could result in violations of the Municipal Solid Waste Permit with the TCEQ and the Settlement Agreement with local neighbors, leading to significant fines, legal fees, and threats to public health. Therefore, the Declaration of Emergency is necessary to award Change Order No. 1 in the amount of $618,467.03.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 24, 2026, City Council approved a contract with 4X Construction Group, LLC, in the not-to-exceed amount of $4,872,755 (Ordinance 26-0342).

On May 18, 2026, this item will be presented to the Public Utilities Board (PUB) for consideration.

RECOMMENDATION

Approve ratifying Change Order No. 1 for the Cell 6 Construction Project for the Solid Waste and Recycling Department, in the not-to-exceed amount of $618,467.03, for a total contract award aggregated to $5,491,222.03.

PRINCIPAL PLACE OF BUSINESS

4X Construction Group, LLC
Mansfield, TX

ESTIMATED SCHEDULE OF PROJECT

This project has been awarded, with a contract time of six (6) months, to a substantial completion schedule.

FISCAL INFORMATION

These services will be funded from Cell 6 Construction Project account 660270595.1365.40100. Purchase Order #214556 will be revised to include the change order amount of $618,467.03. The total amended amount of this contract is $5,491,222.03.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance and Contract
Exhibit 3: Ordinance and Change Order 1

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Brenda Haney, 940-349-8056.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. 26-0342

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH 4X CONSTRUCTION GROUP, LLC, FOR THE CELL 6 CONSTRUCTION PROJECT AT THE LANDFILL FOR THE SOLID WASTE AND RECYCLING DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (CSP 8907 – AWARDED TO 4X CONSTRUCTION GROUP, LLC, IN THE NOT-TO-EXCEED AMOUNT OF $4,872,755.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the Cell 6 Construction Project at the Landfill for the Solid Waste and Recycling Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the competitive sealed proposals; and

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

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered competitive sealed proposal for materials, equipment, supplies, or services shown in the "Competitive Sealed Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the competitive sealed proposal.

CSP NUMBER	CONTRACTOR	AMOUNT
8907	4X Construction Group, LLC	$4,872,755.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish

to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. 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 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Jill Jester and seconded by Joe Holland. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:	✓			
Suzi Rumohr, District 3:	✓			
Joe Holland, District 4:	✓			
Brandon Chase McGee, At Large Place 5:	✓			
Jill Jester, At Large Place 6:	✓			

PASSED AND APPROVED this the 24th day of March, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: Ingrid Rex

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

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Docusign City Council Transmittal Coversheet

FILE	8907
File Name	CELL 6 CONSTRUCTION PROJECT
Purchasing Contact	Crystal Westbrook
City Council Target Date	MARCH 24, 2026
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	26-0342

Initial
LH

Docusign Envelope ID: D470A203-EF67-402E-82BA-522590081329

SECTION 00 52 44
AGREEMENT - CSP

THIS AGREEMENT, authorized on 03/24/2026 is made by and between the City of Denton, a Texas home rule municipal corporation**,** acting by and through its duly authorized City Manager**,** ("City"), and 4X CONSTRUCTION GROUP, LLC, authorized to do business in Texas, acting by and through its duly authorized representative, ("Contractor").

City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

Article 2. PROJECT

The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Cell 6 Excavation and Liner & 1590 Separation Liner Construction

Proposal Number 8907

Article 3. CONTRACT PRICE

City agrees to pay Contractor for performance of the Work in accordance with the Contract Documents an amount, in current funds, of four million six hundred forty thousand seven hundred nineteen dollars and twenty-five Cents ($4,640,719.25). At the sole option of the City, five (5) percent contingency in the amount of two hundred thirty-two thousand thirty-five dollars and seventy-five Cents ($232,035.75) may be used for a total not-to-exceed amount of four million eight hundred seventy-two thousand seven hundred fifty-five Dollars ($4,872,755.00).

Article 4. CONTRACT TIME

4.1 Time is of the essence.

All time limits for Milestones, if any, Substantial Completion and Final Acceptance as stated in the Contract Documents are of the essence to this Contract.

4.2 Substantial Completion.

The Work will be Substantially Complete, as defined in the Supplementary Conditions, within 240 Days after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

4.3 Final Acceptance.

The Work will be complete for Final Acceptance within 270 Days after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

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4.5 Liquidated Damages:

A. Contractor recognizes that time is of the essence to achieve Milestones, Substantial Completion, and Final Acceptance of the Work, and City will suffer financial and other losses if the Work is not completed within the times specified in the Contract Documents. The Contractor also recognizes the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work related to the Milestones, Substantial Completion, or Final Acceptance is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that liquidated damages for delay (but not as a penalty):

1. Substantial Completion: If the Contractor neglects, refuses, or fails to achieve Substantial Completion, as defined in the Supplementary Conditions, within the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2, Contractor shall pay City Five Hundred Dollars ($500.00) for each day that expires after such time, until Substantial Completion is achieved.
2. Final Acceptance: If Contractor neglects, refuse, or fails to complete the Work within the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.3, for completion and readiness for Final Payment, Contractor shall pay City One Thousand Dollars ($1,000.00) for each day that expires after such time, until the date determined by City as stated in the City-issued Letter of Final Acceptance.

Article 5. CONTRACT DOCUMENTS

5.1 CONTENTS:

A. The Contract comprises the entire agreement between City and Contractor concerning the Work and consists of this Agreement and the items set forth below. The Contract Documents consist of all items below other than this Agreement:

1. Attachments to this Agreement:
   a. Proposal Form
      1) Proposal Form
      2) Unit Price Proposal Form
      3) Vendor Compliance to State Law Non-Resident Offeror
   b. Current Prevailing Wage Rate Table
   c. Worker's Compensation Affidavit
   d. General Conditions.
   e. Supplementary Conditions.
2. The following located in File Purchasing file number 8907 at:

   https://lfpubweb.cityofdenton.com/MaterialsManagement/Browse.aspx?id=19&dbid=0&repo=MaterialsManagement&cr=1

   a. Specifications described in the Table of Contents (Section 00 00 00) of the Project's Contract Documents.
   b. Drawings.
   c. Addenda.
   d. Documentation submitted by Contractor prior to Notice of Award.
3. The following which shall be issued after the Effective Date of this Agreement and delivered to the City within ten (10) days of the Effective Date and before beginning Work:

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a. Payment Bond
b. Performance Bond
c. Maintenance Bond
d. Power of Attorney for the Bonds
e. Form 1295 – Certificate of Interested Parties (email to City's Materials Management department)
f. Insurance Certificate

4. Specifications specifically made a part of the Contract Documents by attachment or, if not attached, as incorporated by reference and described in the Table of Contents of the Project's Contract Documents.

5. The following which may be delivered or issued after the Effective Date of the Agreement and, if issued, become an incorporated part of the Contract Documents:
   a. Notice to Proceed.
   b. Field Orders.
   c. Change Orders.
   d. Letter of Final Acceptance.

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Article 6. INDEMNIFICATION

6.1 Contractor covenants and agrees to indemnify, hold harmless and defend, at its own EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY OR DEATH, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, RELATED TO OR IN CONNECTION WITH THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR ANY AND ALL COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

6.2 CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS FOR, LOSS OF, DAMAGE TO, OR DESTRUCTION OF, PROPERTY OF THE CITY OR OF A THIRD PARTY, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, RELATED TO OR IN CONNECTION WITH THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR ANY AND ALL COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

Article 7. MISCELLANEOUS

7.1 Capitalized Terms.

Unless otherwise stated herein, capitalized terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

7.2 Assignment of Contract.

This Agreement, including all of the Contract Documents may not be assigned by the Contractor without the advance express written consent of the City.

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7.3 Successors and Assigns.

City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Severability.

Any provision or part of the Contract Documents held to be unconstitutional, void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

7.5 Venue and Waiver of Sovereign Immunity.

This Agreement, including all of the Contract Documents is performable in the State of Texas. Venue shall be in the state district courts of Denton County, Texas. The City's sovereign immunity is waived only to the extent set forth and in accordance with the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code or as otherwise specifically waived by law. The City does not waive its sovereign immunity to suit in federal court.

7.6 Authority to Sign.

Contractor hereby certifies that the person signing the Agreement on its behalf is the duly authorized signatory of the Contractor.

7.7 Prohibition on Contracts with Companies Boycotting Israel.

Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the 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 contract, 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 contract.**

7.8 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.

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7.9 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.

8.0 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.

8.1 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.

7.8 Immigration Nationality Act.

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Contractor shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violations of this provision by Contractor.

7.9 No Third-Party Beneficiaries.

This Agreement gives no rights or benefits to anyone other than the City and the Contractor and there are no third-party beneficiaries.

7.10 No Cause of Action Against Engineer.

Contractor, its subcontractors and equipment and materials suppliers on the Project or their sureties, shall maintain no direct action against the Engineer, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the City will be the beneficiary of any undertaking by the Engineer. The presence or duties of the Engineer's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible to Contractor or any other entity for those duties that belong to the City, and do not relieve Contractor or any other entity of its obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for performing, coordinating and completing all portions of the Work in accordance with the Contract Documents and any health or safety precautions required by such Work. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

SIGNATURE PAGE TO FOLLOW

Docusign Envelope ID: D470A203-EF67-402E-82BA-522590081329

IN WITNESS WHEREOF, City and Contractor have each executed this Agreement to be effective as of the date subscribed by the City's City Manager or his designee ("Effective Date").

CITY OF DENTON

DocuSigned by:
Sara Hensley
5236DB296270423...

BY: _____

TITLE: City Manager

DATE: 3/25/2026

CONTRACTOR
4X CONSTRUCTION GROUP, LLC

DocuSigned by:
Jeff Parrish
C84CF2F734CB491...

BY: _____
AUTHORIZED AGENT

Jeff Parrish
NAME

Managing Member
TITLE

817-779-3290
PHONE NUMBER

jeff.parrish@4xconstruction.com
EMAIL ADDRESS

2026-1407381
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

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

Signed by:
Brenda Haney
C3C63BE563154A1...

Brenda Haney
SIGNATURE PRINTED NAME

Director
TITLE

Solid Waste & Recycling
DEPARTMENT

ATTEST:
INGRID, REX, CITY SECRETARY

Signed by:
Ingrid Rex
F116805422D0464...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
Leah Bush
2A936B08B5D7485...

Docusign Envelope ID: D470A203-EF67-402E-82BA-522590081329

SECTION 00 41 01
PROPOSAL FORM - CSP

TO: *City of Denton*
c/o: Purchasing Division
901-B Texas Street
Denton, Texas 76209

FOR: *Cell 6 Excavation and Liner & 1590 Separation Liner Construction*

1 Enter into Agreement

The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City in the form included in the Proposal Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Unit Price Proposal and within the Contract Time indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.

2 OFFEROR Acknowledgements and Certification

2.1 In submitting this Proposal, Offeror accepts all of the terms and conditions of the INVITATION TO OFFORERS and INSTRUCTIONS TO OFFORERS, including without limitation those dealing with the disposition of Offeror's Bond.

2.2 Offeror is aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within 14 days of notification of award.

2.3 Offeror certifies that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2.4 Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal.

2.5 Offeror has not solicited or induced any individual or entity to refrain from proposing.

2.6 Offeror has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process.

b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of City (b) to establish proposal prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition.

c. "collusive practice" means a scheme or arrangement between two or more Offerors, with or without the knowledge of City, a purpose of which is to establish proposal prices at artificial, non-competitive levels.

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d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

2.7 The Offeror acknowledges and agrees to comply with the requirements of City Ethics Ordinance No. 18-757.

3 Time of Completion

3.1 The Work will be Substantially Complete as defined in the Supplementary Conditions within *240 days* after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

3.2 The Work will be complete for Final Acceptance within *270 days* after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

3.3 Offeror accepts the provisions of the Agreement as to Liquidated Damages in the event of failure to obtain Milestones (if applicable), Substantial Completion, and Final Acceptance within the times specified in the Agreement.

4 Attached to this Proposal

4.1 The following documents are attached to and made a part of this Proposal:

a. Section 00 35 14 – Conflict of Interest Affidavit – CSP
b. Section 00 41 01 – This Proposal Form – CSP
c. **Section 00 42 44 – Unit Price Proposal Form – CSP – Excel Electronic Copy (either included in the hard copy Proposal, or submitted via Ionwave)**
d. Section 00 43 14 – Required Offeror's Bond – CSP, issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.
e. Section 00 43 38 – Proposed Subcontractors Form – CSP
f. Section 00 43 39 – Vendor Compliance to State Law Non-Resident Offeror – CSP
g. Section 00 45 14 – Safety Record Questionnaire – CSP
h. Section 00 45 27 – Contractor Compliance with Workers Compensation Law – CSP
i. Section 00 45 44 – Corporate Resolution of Authorized Signatories – CSP
j. Any additional documents required by Paragraph 12 of Section 00 21 16 – Instructions to Offerors

5 Total Proposal Amount

5.1 Offeror will complete the Work in accordance with the Contract Documents for the following proposal amount. In the space provided below, please enter the total proposed amount for this project. This figure will be read publicly by the City at the proposal opening.

5.2 It is understood and agreed by the Offeror in signing this proposal that the total proposed amount entered below is subject to verification and/or modification by multiplying the unit prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

Total Proposal Amount: $ 4,759,699.00

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6 Proposal Submittal

6.1 It is understood by Offeror that submission of the total proposal amount is only one of the factors for the City's evaluation process, and that any award of contract will be based on the complete evaluation of the Proposal and Offeror by City under the terms provided in the Instructions to Offerors or any validly issued amendments or addenda.

6.2 This Proposal is submitted on November 5, 2025 by the entity named below.

Respectfully submitted,

By: _____
(Signature)

Jeff Parrish
(Printed Name)

Title: Managing Member

Company: 4X Construction Group, LLC

Address: 99 Regency Parkway, Suite 303
Mansfield, TX 76063

State of Incorporation: DE

Email: jeff.parrish@4xconstruction.com

Phone: 817-779-3290

Receipt is acknowledged of the following Addenda:	Initial
Addenda No. 1:	JP
Addenda No. 2:	JP
Addenda No. 3:	JP
Addenda No. 4:	
Addenda No. 5:	

END OF SECTION

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BAFO PROPOSAL FORM ATTACHMENT

To: Crystal Westbrook
c/o: Purchasing Division
901-B Texas Street
Denton, Texas 76209

FOR: CSP 8907 Cell 6 Construction Project

The undersigned Offeror hereby submits this Proposal Form Revision and Best and Final Offer (this "BAFO") for CSP 8907 Cell 6 Construction Project and confirms that this BAFO Proposal is based on the project requirements per the CSP documents and any subsequent addenda.

1 Total BAFO Proposal Amount

1.1 Offeror will complete the Work in accordance with the Contract Documents for the following BAFO proposal amount. In the space provided below, please enter the total proposed BAFO amount for this project.

1.2 It is understood and agreed by the Offeror in signing this proposal that the total proposed BAFO amount entered below is subject to verification and/or modification by multiplying the unit prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

Total BAFO Proposal Amount: $ 4,640,719.25

2 BAFO Proposal Submittal

2.1 It is understood by Offeror that submission of the total BAFO proposal amount is only one of the factors for the City's evaluation process, and that any award of contract will be based on the complete evaluation of the Proposal and Offeror by City under the terms provided in the Instructions to Offerors or any validly issued amendments or addenda.

2.2 This BAFO Proposal is submitted on December 5, 2025 by the entity named below.

Respectfully submitted,

By: _____
(Signature)

Jeff Parrish
(Printed Name)

Title: Managing Member

Company: 4X Construction Group, LLC

Docusign Envelope ID: D470A203-EF67-402E-82BA-522590081329

Address: 99 Regency Parkway, Suite 303

Mansfield, TX 76063

State of Incorporation: DE

Email: jeff.parrish@4xconstruction.com

Phone: 817-779-3290

END OF SECTION

Docusign Envelope ID: D470A203-EF67-402E-82BA-522590081329

SECTION 00 42 44 - UNIT PRICE PROPOSAL FORM - CSP 8907

To: City of Denton - Capital Projects
901-B Texas Street
Denton, TX 76209
Crystal Westbrook/Purchasing Dept.

From: 4X Construction Group, LLC
99 Regency Parkway, Ste 303
Mansfield, TX
Jeff Parrish
817-779-3290
jeff.parrish@4Xconstruction.com

PROJ.: **Cell 6 Excavation and Liner Construction & 1590 Separation Liner**

RFP:
ENG
PMO:

OFFEROR'S APPLICATION - UNIT PRICE PROPOSAL

Item No.	Spec. Section No.	Description	UOM	BID QTY	Unit Price	Extended Price
1	01 22 00 & 01 70 00	Mobilization (3% Max.)	LS	1	$ 139,035.00	$ 139,035.00
2	01 22 00 & 01 57 13	Erosion Control, Furnish and Install Temporary Sediment and All Related Items, Complete and in Place as Required.	LS	1	$ 24,375.00	$ 24,375.00
3	01 22 00	Groundwater Underdrain - Phase I (as shown on Sheet C-006) & dewatering; including all labor, equipment, materials, and all other appurtenances	LS	1	$ 34,125.00	$ 34,125.00
4	01 22 00	Groundwater Underdrain System - Phase II (as shown on Sheet C-006A); including all labor, equipment, materials, and all other appurtenances (if required, based upon field conditions)	LS	1	$ 394,875.00	$ 394,875.00
5	01 22 00	Groundwater Underdrain Sump, Riser & Headwall	LS	1	$ 58,500.00	$ 58,500.00
6	01 22 00, 31 05 13, & 31 23 00	Excavation (including hauling and stockpiling the excavated material) from Cell 6 & 1590 Separation Liner Area	CY	300,000	$ 2.25	$ 675,000.00
7	01 22 00, 31 05 13, & 31 23 00	Subgrade Fill (at 95% standard proctor density as per Section 31 23 00) for Cell 6 & 1590 Separation Liner Area	CY	4,250	$ 1.95	$ 8,287.50
8	01 22 00	Cell 6 Subgrade Preparation - Floor (vertical tolerance -0.2 ft to +0.0 ft)	SF	608,300	$ 0.18	$ 109,494.00
9	01 22 00	Cell 6 Subgrade Preparation - Side Slope (vertical tolerance -0.2 ft to +0.0 ft)	SF	120,550	$ 0.20	$ 24,110.00
10	01 22 00 & 31 90 33	2-ft Compacted Clay Liner for Cell 6 & 1590 Separation Liner, measured perpendicular to the subgrade, Prepared for Geomembrane, inclusive of Hauling from on-site Stockpiles, Complete in Place (vertical tolerance 0.0 ft to +0.2 ft)	SY	145,500	$ 2.25	$ 327,375.00
11	01 22 00 & 31 90 33	Hauling Clay from North stockpile (Haul Distance is 1.00 miles from the Northeast corner of Cell 6) for Constructing Cell 6 and 1590 Separation Liner CCL, this line item is for additional length of haul only, as needed and if needed	CY	29,695	$ 1.65	$ 48,996.75
12	01 22 00 & 31 90 34	60 Mil HDPE Geomembrane - Textured for Cell 6, Complete in Place (no additional quantity paid for overlap, anchor trench and/or sacrificial liner)	SF	728,850	$ 0.60	$ 437,310.00
13	01 22 00 & 31 05 19.26	Geocomposite Drainage Layer for Cell 6 Composite Liner, Complete in Place	SF	728,850	$ 0.62	$ 451,887.00
14	01 22 00 & 31 90 30	2 ft thick Protective Soil Cover, measured perpendicular from the liner, Complete in Place for Cell 6 & Separation Liner (vertical tolerance 0.0 ft to +0.2 ft)	SY	145,500	$ 1.95	$ 283,725.00
15	01 22 00 & 31 05 19.13	Geotextile Fabric - 8oz, Complete in Place (including all labor, equipment, materials, and all other appurtenances)	SF	23,100	$ 0.50	$ 11,550.00

Docusign Envelope ID: D470A203-EF67-402E-82BA-522590081329

Item No.	Spec. Section No.	Description	UOM	BID QTY	Unit Price	Extended Price
16	01 22 00 & 31 90 20	Gravel Drainage Material	CY	430	$ 102.50	$ 44,075.00
17	01 22 00 & 31 90 40.10	Leachate Collection Trench including Drainage Gravel and 12-Inch LCS Pipe, Complete in Place (including all labor, equipment, materials, and all other appurtenances)	LF	1,030	$ 63.40	$ 65,302.00
18	01 22 00 & 31 90 40.10	18-Inch Riser Pipe, Complete in Place (including all labor, equipment, materials, and all other appurtenances)	LF	70	$ 171.00	$ 11,970.00
19	01 22 00 & 31 90 40.10	2-Inch Flush Lines, Complete in Place (including all labor, equipment, materials, and all other appurtenances)	EA	2	$ 1,950.00	$ 3,900.00
20	01 22 00 & 22 14 29	Wheeled Sump Drainer (EPG SurePump™, 45 gpm at 45 ft TDH), Control panel, flow meter, and all appurtenances, includes both leachate sump pump and groundwater underdrain pump	EA	2	$ 35,000.00	$ 70,000.00
21	01 22 00	Electrical Power to Sump	LS	1	$ 27,500.00	$ 27,500.00
22	01 22 00	Leachate Connection to the Forcemain & Gas Line	LS	1	$ 4,875.00	$ 4,875.00
23	01 22 00	Sump Access Structure & Headwall	EA	1	$ 17,550.00	$ 17,550.00
24	01 22 00 & 31 23 16.13	Anchor Trench for Cell 6 Bottom Liner and 1590 Separation Liner, Complete in Place (including all labor, equipment, materials, and all other appurtenances)	LF	2,800	$ 8.75	$ 24,500.00
25	01 22 00	Liner Tie-in (New Composite Liner to Existing Composite Liner)	LF	1,260	$ 14.50	$ 18,270.00
26	01 22 00	Liner Tie-in (New Separation Liner to Existing Separation Liner)	LF	780	$ 14.50	$ 11,310.00
27	01 22 00 & 31 90 35	Cell 1590 Subgrade Preparation for Separation Liner	SF	630,770	$ 0.15	$ 94,615.50
28	01 22 00	Separation Liner Geocomposite Gas Venting Layer, Complete in Place (including all labor, equipment, materials, and all other appurtenances)	SF	600,300	$ 0.48	$ 288,144.00
29	01 22 00 & 31 05 19.26	Separation Liner Geocomposite Drainage Layer, Complete in Place (including all labor, equipment, materials, and all other appurtenances)	SF	650,000	$ 0.62	$ 403,000.00
30	01 22 00 & 31 90 35	Separation Liner 40 Mil LLDPE Geomembrane (no additional quantity paid for overlap and/or sacrificial liner)	SF	650,000	$ 0.47	$ 305,500.00
31	01 22 00 & 31 90 30	Protective Cover Berm (including all labor, equipment, materials, and all other appurtenances)	LF	3,350	$ 8.75	$ 29,312.50
32	01 22 00	SLER/GLER/Grid Marker, Complete in Place	EA	16	$ 475.00	$ 7,600.00
33	01 22 00	Traffic Control Signage	LS	1	$ 4,300.00	$ 4,300.00
34	01 22 00, 31 05 13, & 31 23 00	East Pond Excavation	CY	65,000	$ 2.70	$ 175,500.00
35	--	East Pond - Remove Existing Riprap and Place Rock Riprap	LS	1	$ 4,850.00	$ 4,850.00
					TOTAL BASE PROPOSAL:	**$4,640,719.25**

Alternate Proposal

1A					$ -	$ -
2A					$ -	$ -
3A					$ -	$ -
					TOTAL ALT. Proposal:	**$0.00**

TOTAL BASE PLUS ALTERNATE PROPOSAL: $4,640,719.25

Cell 6 Excavation and Liner Construction & 1590 Separation Liner **TOTAL PROPOSAL: $4,640,719.25**

Docusign Envelope ID: D470A203-EF67-402E-82BA-522590081329

SECTION 00 43 39

VENDOR COMPLIANCE TO STATE LAW NON-RESIDENT OFFEROR - CSP

Texas Government Code Chapter 2252 was adopted for the award of contracts to nonresident offerors. This law provides that, in order to be awarded a best value contract where the offeror also offered the lowest proposal price, nonresident offerors (out-of-state contractors whose corporate offices or principal place of business are outside the State of Texas) propose on projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident offeror by the same amount that a Texas resident offeror would be required to underbid a nonresident offeror in order to obtain a comparable contract in the State which the nonresident's principal place of business is located.

The appropriate blanks in Section A must be filled out by all nonresident offerors in order for your proposal to meet specifications. The failure of nonresident offerors to do so will automatically disqualify that offeror. Resident offerors must check the box in Section B.

A. Nonresident offerors in the State of _____, our principal place of business, are required to be _____ percent lower than resident offerors by State Law. A copy of the statute is attached.

Nonresident offerors in the State of _____, our principal place of business, are not required to underbid resident Offerors.

B. The principal place of business of our company or our parent company or majority owner is in the State of Texas. ☒

OFFEROR:

4X Construction Group, LLC
Company

By: Jeff Parrish
(Please Print)

99 Regency Parkway, Suite 303
Address

Signature: [signature]

Mansfield, TX 76063
City/State/Zip

Title: Managing Member
(Please Print)

Date: 11/5/2025

END OF SECTION

Docusign Envelope ID: D470A203-EF67-402E-82BA-522590081329

"General Decision Number: TX20240025 01/05/2024

Superseded General Decision Number: TX20230025

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

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http://www.dol.gov/whd/govcontracts.

Modification Number 0 | Publication Date 01/05/2024

SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures)	$ 14.12 **	
ELECTRICIAN	$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 13.16 **	
Structures	$ 13.84 **	
LABORER		
Asphalt Raker	$ 12.69 **	
Flagger	$ 10.06 **	
Laborer, Common	$ 10.72 **	
Laborer, Utility	$ 12.32 **	
Pipelayer	$ 13.24 **	
Work Zone Barricade Servicer	$ 11.68 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 15.32 **	
Asphalt Paving Machine	$ 13.99 **	
Broom or Sweeper	$ 11.74 **	
Concrete Pavement Finishing Machine	$ 16.05 **	
Concrete Saw	$ 14.48 **	
Crane Operator, Lattice Boom 80 Tons or Less	$ 17.27	
Crane Operator, Lattice Boom over 80 Tons	$ 20.52	
Crane, Hydraulic 80 Tons or Less	$ 18.12	
Crawler Tractor	$ 14.07 **	
Excavator, 50,000 pounds or less	$ 17.19 **	
Excavator, over 50,000 pounds	$ 16.99 **	
Foundation Drill , Truck Mounted	$ 21.07	
Foundation Drill, Crawler Mounted	$ 17.99	
Front End Loader 3 CY or Less	$ 13.69 **	
Front End Loader, over 3 CY	$ 14.72 **	
Loader/Backhoe	$ 15.18 **	
Mechanic	$ 17.68	
Milling Machine	$ 14.32 **	
Motor Grader, Fine Grade	$ 17.19 **	
Motor Grader, Rough	$ 16.02 **	
Pavement Marking Machine	$ 13.63 **	
Reclaimer/Pulverizer	$ 11.01 **	
Roller, Asphalt	$ 13.08 **	
Roller, Other	$ 11.51 **	
Scraper	$ 12.96 **	
Small Slipform Machine	$ 15.96 **	
Spreader Box	$ 14.73 **	

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Servicer.....$ 14.58 **

Steel Worker (Reinforcing).....$ 16.18 **

TRUCK DRIVER
Lowboy-Float.....$ 16.24 **
Off Road Hauler.....$ 12.25 **
Single Axle.....$ 12.31 **
Single or Tandem Axle Dump Truck.....$ 12.62 **
Tandem Axle Tractor with Semi Trailer.....$ 12.86 **
Transit-Mix.....$ 14.14 **

WELDER.....$ 14.84 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular

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rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION"

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SECTION 00 43 39

VENDOR COMPLIANCE TO STATE LAW NON-RESIDENT OFFEROR - CSP

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The appropriate blanks in Section A must be filled out by all nonresident offerors in order for your proposal to meet specifications. The failure of nonresident offerors to do so will automatically disqualify that offeror. Resident offerors must check the box in Section B.

A. Nonresident offerors in the State of _____, our principal place of business, are required to be _____ percent lower than resident offerors by State Law. A copy of the statute is attached.

Nonresident offerors in the State of _____, our principal place of business, are not required to underbid resident Offerors.

B. The principal place of business of our company or our parent company or majority owner is in the State of Texas. ☒

OFFEROR:

4X Construction Group, LLC
Company

By: Jeff Parrish
(Please Print)

99 Regency Parkway, Suite 303
Address

Signature: [signature]

Mansfield, TX 76063
City/State/Zip

Title: Managing Member
(Please Print)

Date: 11/5/2025

END OF SECTION

Docusign Envelope ID: D470A203-EF67-402E-82BA-522590081329

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract or in other Contract Documents, the terms listed below have the meanings indicated which are applicable to both the singular and plural thereof, and words denoting gender shall include the masculine, feminine and neuter. When used in a context consistent with the definition of a listed-defined term, the term shall have a meaning as defined below whether capitalized or italicized or otherwise. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument titled "Agreement", "Agreement – CSP", or "Agreement – Unit Price Bid" executed by the City and Contractor for the Work, setting forth the name of the Project, Contract Price, Contract Time and the items included in the Contract.

3. *Application for Payment*—The form acceptable to City which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Award*—Authorization by the City Council for the City to enter into an Agreement.

6. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. The term "Bid" shall be defined to include the term "Proposal" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

7. *Bidder*—The individual or entity that submits a Bid directly to City. The term "Bidder" shall be defined to include the terms "Proposer" or "Offeror" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

8. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda). The term "Bidding Documents" shall be defined to include the terms "Proposal Documents" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

9. *Bidding Requirements*—The Advertisement or Invitation to Bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments. The term "Bidding Requirements" shall be defined to include the terms "Proposal Requirements" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid and will include the Request for Proposal or Invitation to Offerors, Instructions to Offerors, Offerors Bond or other Proposal security, if any, the Proposal Form, and the Proposal with any attachments.

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10. *Business Day*—A day that the City conducts normal business, generally Monday through Friday, except for federal or state holidays observed by the City.
11. *Calendar Day*—A day consisting of 24 hours measured from midnight to the next midnight.
12. *Change Order*—A document which is prepared by the Contractor or City, approved by the City, and signed by Contractor and City, authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.
13. *City*—The City of Denton is, a Texas home-rule municipal corporation acting by its City Council through its City Manager or his or her designee.
14. *City Attorney*—The officially appointed City Attorney of the City of Denton or his or her designee.
15. *City Council*—The duly elected and qualified governing body of the City of Denton.
16. *City Manager*—The officially appointed authorized City Manager of the City of Denton.
17. *Contract*—The entire and integrated set of written instruments between the City and Contractor concerning the Work comprised of the Agreement and all Contract Documents, which written instruments supersede all prior negotiations, representations, or agreements, whether written or oral, concerning the Work.
18. *Contract Claim*—A demand or assertion by City or Contractor seeking an adjustment of Contract Price or Contract Time, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Contract Claim.
19. *Contract Documents*—Those items so designated as "Contract Documents." in the Agreement at Paragraph 5.1.A. Approved Submittals, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
20. *Contract Price*—The moneys payable by City to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 12.03 in the case of Unit Price Work). The Contract Price does not include any "Incentive", if applicable.
21. *Contract Time*—The number of days or the dates stated in the Agreement to: (a) achieve Milestones, if any and (bb) complete the Work so that it is ready for Final Acceptance.
22. *Contractor*—The individual or entity with whom City has entered into the Agreement.
23. *Cost of the Work*—See Paragraph 12.01 of these General Conditions for definition.
24. *Damage Claims*—A demand for money or services arising from the Project or Site from a third party, City or Contractor exclusive of a Contract Claim.
25. *Day* or day—A day, unless otherwise defined, shall mean a Calendar Day.
26. *Drawings*—The part of the Contract Documents prepared or approved by an Engineer that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Submittals, as defined, are not considered Drawings as so defined here.

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27. *Effective Date of the Agreement*—The date, indicated in the Agreement, on which it becomes effective,, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the City.
28. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, text, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
29. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by the Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
30. *Engineer*—The licensed professional engineer or engineering firm registered in the State of Texas performing professional services for the City.
31. *Extra Work*—Additional work made necessary by City-approved changes or alterations to the Contract Documents. Extra Work shall be part of the Work.
32. *Field Order*—A written directive issued by City that requires changes in the Work but does not involve a change to the Contract Price, Contract Time, or Drawings, Plan, or Shop Drawings.
33. *Final Acceptance*—The written notice given by the City to the Contractor that the Work specified in the Contract Documents has been completed to the satisfaction of the City.
34. *Final Inspection*—The inspection performed by the City to determine whether the Contractor has completed each and every part or appurtenance of the Work fully, entirely, and in conformance with the Contract Documents.
35. *General Requirements*—Sections of The information set forth in "Division 101 – General Requirements" of the Standard Construction Specification Documents.
36. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, P C B s, Petroleum, Hazardous Waste, Radioactive Material, or any other substance, product, waste or materials, in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
37. *Hazardous Waste*—Any solid waste listed as hazardous or which possesses one or more hazardous characteristics as defined in applicable Laws and Regulations.
38. *Incidental or incidental*—Work items that the Contractor is not paid for directly, but costs for which are included under the various bid items of the Project.
39. *Laws and Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all

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governmental bodies, agencies, authorities, and courts having jurisdiction over the Site or any portion or part of the Work to be performed.

40. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
41. *Major Item*—An item of work included in the Contract Documents that has a total cost equal to or greater than 5% of the original Contract Price.
42. *Milestone*—A principal event specified in the Contract Documents relating to the performance of an identified portion of the Work by an intermediate Contract Time prior to Final Acceptance of the Work.
43. *Notice of Award*—The written notice by City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed in such notice, City will sign and deliver the Agreement.
44. *Notice to Proceed*—A written notice given by City to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work specified in Contract Documents.
45. *PCBs*—Polychlorinated biphenyls.
46. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), and including but not limited to oil, fuel oil, oil sludge, oil refuse, gasoline, diesel fuel, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
47. *Plans*—This term will have the same definition of as “Drawings”.
48. *Project* —The Work to be performed under the Contract.
49. *Project Manager*—The authorized representative of the City who will be assigned to the Project.
50. *Project Manual*—The documentary information prepared for bidding or proposing and furnishing the Work.
51. *Project Schedule*—A schedule, prepared and maintained by Contractor, in accordance with the General Requirements, describing the sequence and duration of the activities comprising Contractor’s plan to achieve each Milestone and accomplish the Work within the Contract Time.
52. *Public Meeting*—An announced meeting conducted by the City to facilitate public participation and to assist the public in gaining an informed view of the Project.
53. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
54. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements toto support scheduled performance of related construction activities.

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55. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

56. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

57. *Site*—Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way, permits, and easements for access thereto, and such other lands furnished by City which are designated for the use of Contractor.

58. *Specifications* or *Technical Specifications* —The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work. Specifications may be specifically made a part of the Contract Documents by attachment or, if not attached, may be incorporated by reference as indicated in the Table of Contents (Section 00 00 00) of the Project.

59. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

60. *Submittal*—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to the City to illustrate some portion of the Work.

61. *Subsidiary or subsidiary—These terms will have the same* definition as "Incidental. or incidental".

62. *Successful Bidder*—The Bidder to whom City issues a Notice of Award. The term "Bidder" shall be defined to include the terms "Proposer" or "Offeror" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid and is the Proposer or Offeror submitting the proposal or offer that provides the best value to the City and to whom the City issues a Notice of Award.

63. *Superintendent*—The representative of the Contractor who is available at all times and able to receive instructions from the City and to act for the Contractor.

64. *Supplementary Conditions*—The part of the Contract set forth at Division 00 73 00 that amends or supplements these General Conditions.

65. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

66. *Underground Facilities*—All underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid

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petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

67. *Unit Price Work*—Work for which the Contract Price is determined by multiplying the unit price for the item by the estimated quantity of the item.

68. *Weekend Working Hours*—Those hours between 8:00 a.m. and 8:30 p.m. on Saturday, and between 1:00 p.m. and 8:30 p.m. on Sunday or on a federal or state holiday observed by the City, as approved in advance by the City for performing Work.

69. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction including any Change Order or Field Order,, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

70. *Working Day*—Defined as a Business Day but excluding any days that weather or other conditions beyond the reasonable control of the Contractor prevents the performance of the principal unit of work underway for a continuous period of not less than 7 hours between 7:00 a.m. and 8:00 p.m.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:* The Contract includes the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of judgment by CityCity. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of City as to the Work. It is intended that such exercise of judgment, action, or determination will be to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise).

C. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents; or

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to City’s written notice of Final Acceptance.

D. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

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2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to execute, carry out, furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

E. Unless stated otherwise in the Contract, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. Performance and Payment Bonds: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City the performance bond , payment bond and maintenance bond that comply with the provisions of Chapter 2253 of the Texas Government Code. Work will not be allowed to begin until the performance and payment bonds have been provided by the Contractor to the City.

B. Evidence of Contractor's Insurance: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6. Work will not be allowed to begin until the evidence of insurance has been provided by the Contractor to the City.

2.02 *Copies of Documents*

A. City shall furnish to Contractor one (1) original executed copy and one (1) electronic copy of the Contract, and three (3) additional copies of the Drawings. Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 *Before Starting Construction*

Baseline starting Work, Contractor shall submit for review by City the following in accordance with the Contract Documents:

A. Baseline Schedules in accordance with General Requirements, Section 01 32 16.

B. Preliminary Schedule of Submittals.

C. Preliminary Schedule of Values: For lump sum contracts, a Schedule of Values for all of the Work that includes quantities and prices of items that when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

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2.04 *Preconstruction Meeting*

A. Before any Work at the Site is started, the Contractor shall attend a Preconstruction Meeting as specified in Section 01 31 19.

2.05 *Public Meeting*

A. Contractor may not mobilize any equipment, materials, or resources to the Site prior to Contractor attending the Public Meeting as scheduled by the City.

2.06 *Initial Acceptance of Schedules*

A. No progress payment shall be made to Contractor until acceptable Project Schedules are submitted to City in accordance with the Contract Documents.

2.07 *Electronic Submittals and Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the City and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then City and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to City.

C. City will issue clarifications and interpretations of the Contract Documents as provided herein.

D. The Specifications may vary in form, forma and style. Some Specification sections may be written in varying degrees of streamlined or declarative style, and some sections may be relatively narrative by comparison. Omission of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making Contract Claims or Damage Claims.

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E. The cross-referencing of Specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each Specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross-referencing provided and shall be responsible to coordinate the entire Work under the Contract Documents and provide a complete Project whether or not cross-referencing is provided in each section or whether the cross-referencing is complete or accurate.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of CityCity, Contractor, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to City or any of its officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements, and conditions. Contractor shall promptly report in writing to City any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from City before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to City in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.1717) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by City, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to City for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

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B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier; or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

2. In case of discrepancies, figured dimensions shall govern over scaled dimensions, Drawings shall govern over Specifications, and Supplementary Conditions shall govern over General Conditions and Specifications.

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor shall submit to the City in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. City will be the interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. City will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. City's written clarification, interpretation, or decision will be final and binding on Contractor, unless Contractor appeals by filing a Contract Claim.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of CityCity and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without City's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Time; Notice to Proceed*

A. The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Time commences to run. No Work may be done at the Site prior to the date on which the Contract Time commences to run.

4.03 *Delays in Contractor's Progress*

A. If Contractor is delayed, City shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project. The City shall be liable only to the extent allowed by the provisions of the Contract and as allowed by Subchapter I, Chapter 271 of the Texas Local Government Code.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Time for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. The Contractor shall receive no compensation for delays or hindrances to the Work, except when direct and unavoidable extra cost to the Contractor is caused by the failure of the City to provide information or material, if any, that the Contract specifies is to be furnished by the City.

D. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of City, Contractor, and those for whom they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Time. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Paragraph 4.03. D. The Contractor is responsible for the prompt submission of a request for an adjustment to the Contract Time under this Paragraph to the City. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Time under this Paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with City, as contemplated in Article 8); and

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4. Acts of war or terrorism.

E. Contractor's entitlement to an adjustment of Contract Time or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Time is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Time to which Contractor is otherwise entitled.

3. Adjustments of Contract Time or Contract Price are subject to the provisions of Article 11.

F. Each Contractor request or Change Order seeking an increase in Contract Time or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Time claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.08.

6. Contractor shall also furnish such additional supporting documentation as City may require including, where appropriate, a revised Project Schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

G. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from undisclosed Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.03.F and 4.03.G.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. City shall furnish the Site. City shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which

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Contractor must comply in performing the Work. City will be responsible for obtaining any necessary easements for permanent structures or permanent changes in existing facilities.

1. The City has obtained or anticipates acquisition of and/or access to right-of-way, and/or easements. Any outstanding right-of-way and/or easements are anticipated to be acquired in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding right-of-way, and/or easements.

2. Unless otherwise specified in the Contract Documents, the City has or anticipates moving and/or relocating utilities, and obstructions to the Site. Any outstanding movement or relocation of utilities or obstructions is anticipated in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding utilities or obstructions to be moved and/or relocated by others.

B. Upon reasonable written request of Contractor, City shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed.

C. Contractor shall provide for any additional lands and access thereto not included in the Site that may be required for construction facilities or storage of materials and equipment. The cost of such shall be part of the Contract Price.

5.02 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, worker car parking and the operations of workers to the Site, to adjacent areas that Contractor has arranged to use through construction easements or otherwise, and to other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with worker car parking, construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries, including death, and damage to or losses of property sustained by the owners or occupants of any such land or areas; provided that such damage, losses, injuries or deaths arose out of or result from the performance of the Work or arose out of or resulted from any other actions or conduct of the Contractor or those for whom Contractor is responsible.

2. At any time when, in the judgment of the City, the Contractor has obstructed, closed, or is carrying on operations in a portion of a street, right-of-way, or easement greater than is necessary for proper execution of the Work, the City may require the Contractor to reduce the area impacted to only that necessary for proper execution of the Work and/or to finish the section on which operations are in progress before work is commenced on any additional area of the Site.

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3. Construction equipment, spoil materials, supplies, forms, buildings, labs, or equipment and supply storage buildings, or any other item that may be transported by flood flows, shall not be stored within existing federal floodways during the course of the Work.

4. Should any Damage Claim be made by any such owner or occupant adversely impacted because of the performance of the Work, Contractor shall promptly attempt to resolve the Damage Claim.

5. ***PURSUANT TO PARAGRAPH 7.21, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY AND*** **ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES,** ***FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH ADVERSELY IMPACTED OWNER OR OCCUPANT AGAINST CITY.***

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Site Maintenance Cleaning*: If 24 hours after written notice is given to the Contractor that the clean-up at the Site is insufficient or occurring in a manner unsatisfactory to the City, the Contractor fails to correct the unsatisfactory condition and/or procedures, the City may take such direct action as the City deems appropriate to correct the clean-up deficiencies cited to the Contractor in the written notice, and the costs of such direct corrective action, plus 25 % of such costs, shall be deducted from the monies due or to become due to the Contractor under the Contract.

D. *Final Site Cleaning*: Prior to Final Acceptance of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by City and any adjacent property owners, if applicable. At the completion of the Work, Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, surplus materials, waste materials, rubbish and other debris and shall restore to original condition or better all areas impacted or disturbed by the Work.

E. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports known to City of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. Those drawings known to City of existing physical conditions at or contiguous to the Site, including those drawings known to City depicting existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities.).

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A.

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Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as technical data.

C. *Reliance by Contractor on Technical Data:* Contractor is provided certain technical data identified in the Supplementary Conditions with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. Contractor may not make any Contract Claim against City, or any of theirits officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness or accuracy of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any "technical data" is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.17), notify City in writing about such condition.

B. Possible Price and Time Adjustments

1. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Time if:
    a. Contractor knew of the existence of such condition at the time Contractor made a final commitment to City with respect to Contract Price and Contract Time by the submission of a Bid or becoming bound under the Contract; or

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b. The existence of such condition reasonably could have been discovered or revealed as a result of the examination of the Contract Documents or the Site; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

C. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Shown or Indicated*: The information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site is based on information and data furnished to City or Engineer by the owners of such Underground Facilities, including City, or by others, unless it is otherwise expressly provided in the Supplementary Conditions::

1. City and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data;

b. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

c. coordination and adjustment of the Work with the owners (including City) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*:

1. If an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings or otherwise indicated in the Contract Documents, or was not shown or indicated on the Drawings or in the Contract Documents with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.17), identify the owner of such Underground Facility and give notice to that owner and to City. Contractor shall be responsible for the safety and protection of such discovered Underground Facility.

2. If City concludes that a change in the Contract Documents is required, a Change Order may be issued to reflect and document such consequences, subject to the provisions of Article 11.

3. Verification of existing utilities, structures, and service lines shall include notification of all utility companies a minimum of 48 hours in advance of construction including exploratory excavation if necessary.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to City relating to Hazardous Environmental Conditions that have been identified at the Site; or

2. drawings known to City relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Reliance by Contractor on Technical Data:* Contractor is provided certain technical data identified in the Supplementary Conditions with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. Contractor may not make any Contract Claim against City, or any of its officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness or accuracy of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

C. Contractor shall not be responsible for a Hazardous Environmental Condition uncovered or revealed at the Site if such Hazardous Environmental Condition was not shown or indicated in Drawings or Specifications or identified if the removal or remediation of such Hazardous Environmental Condition was not identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created by the actions of or with any materials brought to the Site by Contractor, Subcontractors, Suppliers or anyone else for whom Contractor is responsible and the costs associated with the same.

D. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.17); and (3) notify City (and promptly thereafter confirm such notice in writing). City may consider the necessity to retain a qualified expert to evaluate such condition or take corrective action, if any.

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E. Contractor shall not be required to resume Work in connection with a Hazardous Environmental Condition identified pursuant to Paragraph 5.06.D or in any affected area until after City has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed.

F. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then City may order the portion of the Work that is in the area affected by such condition to be deleted from the Work and the Contract Price. City may have such deleted portion of the Work performed by City's own forces or others.

G. ***TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH 5.06.CityG OBLIGATES CONTRACTOR TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.***

H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Texas to issue bonds or insurance policies for the limits and coverages required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

6.02 *Performance, Payment, and Maintenance Bonds*

A. Contractor shall furnish a performance bond and a payment bond, in accordance with the provisions of the Texas Government Code Chapter 2253 or successor statute and as required by the City, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. The performance and payment bonds must be provided by the Contractor to the City prior to the Contractor beginning any Work.

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B. Contractor shall furnish maintenance bonds in an amount equal to the Contract Price as security to protect the City against any defects in any portion of the Work described in the Contract Documents. Maintenance bonds shall remain in effect for two (2) years after the date of Final Acceptance by the City. The maintenance bond(s) shall be provided as directed by the City as part of the close-out of the Contract and shall be provided prior to the final payment being made.

C. All bonds shall be in the form prescribed by the Contract Documents, except as provided otherwise by Laws and Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, or its right to do business is terminated in the State of Texas, then Contractor shall promptly notify City in writing and shall, within 30 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, City may refuse to allow the Contractor to begin Work, exclude the Contractor from the Site and exercise City's termination rights under Article 15.

F. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.03 *Certificates of Insurance*

A. Contractor shall deliver to City, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance and endorsements (and other evidence of insurance requested by City or any other additional insured) establishing that Contractor has obtained and is maintaining the policies and coverages required by these General Conditions and the Supplementary Conditions prior to beginning any Work.

1. The certificate of insurance shall document the City, and all identified entities named in the Supplementary Conditions as "additional insureds" on all liability policies.

2. The Contractor's general liability insurance shall include a "per project" or "per location" endorsement, that shall be identified in the certificate of insurance provided to the City.

3. The certificate shall be signed by an agent authorized to bind coverage on behalf of the insured, be complete in its entirety, and show complete insurance carrier names as listed in the current A.M. Best Property & Casualty Guide.

4. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A-: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent

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financial strength and solvency to the satisfaction City. If the rating is below that required, written approval of City is required.

5. All applicable policies shall include a Waiver of Subrogation (Rights of Recovery) in favor of the City. In addition, the Contractor agrees to waive all rights of subrogation against the Engineer (if applicable), and each additional insured identified in the Supplementary Conditions

6. Failure of the City to demand such certificates or other evidence of full compliance with the insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such lines of insurance coverage or to provide such certificates or other evidence of full compliance with the insurance requirements.

7. If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.

8. Unless otherwise stated, all required insurance shall be written on the "occurrence basis". If If City agrees in writing that coverage is underwrittenmay be written on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the effective date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the Contract and for three (3) years following Final Acceptance or for the warranty period provided for under the Contract Documents or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence such insurance coverage.

9. Policies shall have no exclusions by endorsements that either nullify or amend the required lines of coverage, nor or decrease the limits of said coverage unless such endorsements are approved in writing by the City. In the event a Notice of an Award has been issued or the Agreement executed, and the policy exclusions are determined to be unacceptable or the City desires that the Contractor obtain additional insurance coverage the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.

10. For any proposed self-insured retention (SIR),) in excess of $25,000.00, affecting insurance coverage, Contractor must obtain the written approval of the City in regard to asset value and stockholders' equity. In lieu of traditional insurance, proposed alternative coverage maintained through insurance pools or, risk retention groups, or self-funding will also require the written approval of the City.

11. Any deductible in excess of $5,000.00, for any policy that does not provide coverage on a first-dollar basis must be acceptable to and approved in writing by the City.

12. City, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and limits when deemed necessary and prudent by the City based upon the scope of the Work, changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to the City. The City will provide prior notice of 90 days and the insurance adjustments shall be incorporated into the Work by Change Order.

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13. City shall be entitled, upon written request to Contractor and without expense to City, to receive copies of policies and endorsements thereto and. City may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions necessary to conform the policy and endorsements to the requirements of the Contract. Deletions, revisions, or modifications shall not be required where policy provisions are established by law or regulations binding upon either party or the underwriter on any such policies.

14. City shall not be responsible for the direct payment of insurance premium costs for Contractor's insurance.

6.04 *Contractor's Insurance*

A. *Workers Compensation and Employers' Liability*: Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of employees.

B. *Commercial General Liability*. Coverage shall include but not be limited to covering liability (bodily injury, including death, or property damage) arising from: premises/operations, independent contractors, products/completed operations, personal injury including death, liability under an insured contract, and explosion/collapse/underground (where those exposures exist). Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City. The Commercial General Liability policy shall have no exclusions by endorsements that would alter or nullify premises/operations, products/completed operations, contractual, personal injury, or advertising injury, that are normally contained with the policy, unless the City approves such exclusions in writing.

For construction projects that present a substantial completed operation exposure, the City may require the Contractor to maintain completed operations coverage for a minimum of no less than three (3) years following the completion of the project (if identified in the Supplementary Conditions)).

C. *Automobile Liability.* A commercial business auto policy shall provide coverage on "any auto", defined as autos owned, hired and non-owned and provide indemnity for claims for damages because of bodily injury or death of any person and/or property damage arising out of or related to the work, maintenance or use of any motor vehicle by the Contractor, any

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Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

D. *Railroad Protective Liability.* If any of the Work or any warranty work is within the limits of railroad right-of-way, the Contractor shall comply with the requirements identified in the Supplementary Conditions.

E. *Notification of Policy Cancellation:* Contractor shall immediately notify City upon cancellation or other loss of insurance coverage. Contractor shall stop Work until replacement insurance has been procured. There shall be no time credit for delays or days not worked pursuant to this section.

6.05 *Acceptance of Bonds and Insurance; Option to Replace*

A. If City has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the Contractor in accordance with Article 6 or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, the City shall so notify the Contractor in writing within 10 Business Days after receipt of the certificates (or other evidence requested). Contractor shall provide to the City such additional information in respect of insurance provided as the City may reasonably request. If Contractor does not purchase or maintain all of the bonds and insurance required by the Contract Documents, the City shall notify the Contractor in writing of such failure prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Such failure to provide bonds or insurance as required by the Contract Documents is a breach of the terms of the Contract and the City may terminate the Contractor in accordance with the provisions of the Contract Documents.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not City-delegated professional design services under this Contract, and neither City nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall identify and assign a competent superintendent, who is proficient in English, and who shall not be replaced without written

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notice to City of the name of the replacement superintendent. If at any time the superintendent is not satisfactory to the City, Contractor shall, if requested by City, replace the superintendent with another satisfactory to City.

C. Contractor shall notify the City 24 hours prior to moving areas during the sequence of construction.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to City for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours on Business Days. Contractor will not permit the performance of Work outside of regular working hours on Business Days without City's prior written consent (which will not be unreasonably withheld)). Contractor's written request (by letter or electronic communication) for City's written consent must be made as follows:

1. for Work beyond regular working hours on Business Days, request must be made by noon at least two (2) Business Days prior;

2. for Work during Weekend Working Hours, request must be made by noon of the preceding Wednesday; and

3. for Work on state or federal holidays observed by the City, request must be made sufficiently in advance of the holiday, to satisfy requirements for City Council approval.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, Contractor required testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of sufficient quality to complete the Work, and must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of City. If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment to be incorporated into the Work shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with

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instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

D. All items of standard equipment to be incorporated into the Work shall be the latest model at the time of bid, unless otherwise specified.

7.05 *Project Schedule*

A. Contractor shall adhere to the Project Schedule established in accordance with Paragraph 2.06 and the General Requirements as it may be adjusted from time to time as provided below.

1. Contractor shall submit to the City for acceptance (to the extent indicated in Paragraph 2.06 and the General Requirements) proposed adjustments in the Project Schedule that will not result in changing the Contract Time. Such adjustments must comply with any provisions of the General Requirements applicable thereto.

2. Contractor shall submit to City a monthly Project Schedule with a monthly progress payment request for the duration of the Contract in accordance with the Construction Progress Schedule, General Requirements 01 32 16.

3. Proposed adjustments in the Project Schedule that will change the Contract Time shall be submitted in accordance with the requirements of Article 11. Adjustments in Contract Time may only be made by a Change Order.

7.06 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that City permit the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If City in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by City as an "or equal" item. For the purposes of this Paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. the City determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to City.

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b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the City or increase in Contract Time; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *City's Evaluation and Determination*: City will be allowed a reasonable time to evaluate each "or-equal" request. City may require Contractor to furnish additional data about the proposed "or-equal" item. City will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until City's review is complete and City determines that the proposed item is an "or-equal." City." City will advise Contractor in writing of its determination.

D. *Effect of City's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The City's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If City determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that City consider the item a proposed substitution pursuant to Paragraph 7.07.

7.07 *Substitutions*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that City permit the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related Work at the Site.

1. Contractor shall submit sufficient information as provided below to allow City to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitution therefor. City will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by City will be as set forth in Paragraph 7.07.B, as supplemented by the Specifications, and as City may decide is appropriate under the circumstances.

3. Contractor shall make written application to City for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application shall comply with Section 01 25 00 and:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be substantially similar in substance to the item specified; and

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3) be well-suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will adversely impact Contractor's achievement of Final Acceptance on or before the Contract Time;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and Damage Claims of other contractors affected by any resulting change.

B. *City's Evaluation and Determination*: City will be allowed a reasonable time to evaluate each substitution request. City may require Contractor to furnish additional data about the proposed substitute item. City will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until City's review is complete and City determines that the proposed item is an acceptable substitution. City's approval determination will be evidenced by a Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Time. City will advise Contractor in writing of any denial determination.

C. *Special Guarantee*: City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitution. ***Contractor shall indemnify and hold harmless City and its officers, elected and appointed officials, employees, agents, consultants and subcontractors and anyone directly or indirectly employed by them from and against any and all claims, damages, losses and expenses (including attorney's fees) arising out of or relateds to the use of substituted materials or equipment.***

D. *Reimbursement of City's Cost*: City will record City's costs in evaluating a substitution proposed or submitted by Contractor. Whether or not City approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse City for evaluating each such proposed substitute. Contractor shall also reimburse City for the charges for making changes in the Contract Documents (or in the provisions of any other direct contract with City) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

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F. *City Substitution Reimbursement*: Cost savings attributable to acceptance of a substitution shall be paid to City by Contractor by an appropriate Change Order decreasing the Contract Price.

G. *Effect of City's Determination*: If City approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The City's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.07.D, by timely submittal of a Change Order.

7.08 *Concerning Subcontractors and Suppliers*

A. Contractor shall perform with its own organization, and with the assistance of workmen under its immediate superintendence, work of a value not less than 35% of the Contract Price, unless otherwise approved by the City.

B. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom City may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection, except as provided in Paragraph 7.08.C. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to City to perform and complete the Work in accordance with the Contract.

C. The City may require the use of specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work , and will provide such requirements in the Supplementary Conditions.

D. Contractor shall provide to City as part of the Bid, the identity of all proposed Subcontractors and Suppliers. Such proposed Subcontractor or Supplier shall be deemed acceptable to City unless City raises a substantive, reasonable objection prior to execution of the Agreement.

E. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between City and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of City to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

F. No acceptance by City of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of City to the completion of the Work in accordance with the Contract Documents, Contract Price and Contract Time.

G. Contractor shall be solely responsible for scheduling and coordinating the tasks of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

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H. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of City. Contractor must comply with all applicable federal, state, and local laws, statutes, ordinances or regulations, including but not limited to immigration laws, workers compensation laws and wage laws, in the hiring of any Subcontractor or Supplier and shall ensure that each Subcontractor or Supplier has the same obligations.

I. Contractor shall restrict all Subcontractors and Suppliers from communicating with City, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.09 *Wage Rates*

A. *Duty to pay Prevailing Wage Rates*: The Contractor shall comply with all requirements of Chapter 2258, Texas Government Code (as amended), including the payment of not less than the rates determined by the City Council of the City of Denton to be the prevailing wage rates in accordance with Chapter 2258. The then current prevailing wage rates at the time of execution of the Agreement are included in these Contract Documents.

B. *Penalty for Violation*: A Contractor or any Subcontractor who does not pay the prevailing wage shall, upon demand made by the City, pay to the City $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the prevailing wage rates stipulated in these contract documents. This penalty shall be retained by the City to offset its administrative costs, pursuant to Texas Government Code Section 2258.023.

C. *Complaints of Violations and City Determination of Good Cause*: On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023, Texas Government Code, by a Contractor or Subcontractor, the City shall make an initial determination, before the 31st day after the date the City receives the information, as to whether good cause exists to believe that the violation occurred. The City shall notify in writing the Contractor or Subcontractor and any affected worker of its initial determination. Upon the City's determination that there is good cause to believe the Contractor or Subcontractor has violated Chapter 2258, the City shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage rates, such amounts being retained from successive progress payments pending a final determination of the violation.

D. *Arbitration Required if Violation Not Resolved*: An issue relating to an alleged violation of Section 2258.023, Texas Government Code, including a penalty owed to the City or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the Contractor or Subcontractor and any affected worker does not resolve the issue by agreement before the 15th day after the date the City makes its initial determination pursuant to Paragraph 7.09.C. If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required, a district court shall appoint an arbitrator on the petition of any of the persons. The City is not a party in the arbitration. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

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E. *Records to be Maintained*: The Contractor and each Subcontractor shall, for a period of three (3) years following the date of Final Acceptance, maintain records that show (i) the name and occupation of each worker employed by the Contractor in the construction of the Work provided for in this Contract; and (ii) the actual per diem wages paid to each worker. The records shall be available in Denton County, Texas at all reasonable hours for inspection by the City. The provisions of Paragraph 7.23, Right to Audit, shall pertain to this inspection.

F. *Progress Payments*: With each progress payment request or payroll period, whichever is less, the Contractor shall submit an affidavit stating that the Contractor has complied with the requirements of Chapter 2258, Texas Government Code.

G. *Posting of Wage Rates*: The Contractor shall post prevailing wage rates in a conspicuous place at the Site at all times.

H. *Subcontractor Compliance*: The Contractor shall include in its subcontracts and/or shall otherwise require all of its Subcontractors to comply with Paragraphs 7.09.A through 7.09.G.

7.10 *Patent Fees and Royalties*

A. Contractor shall pay all patent or license fees and royalties and pay all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any patent or license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents. Failure of the City to disclose such information does not relieve the Contractor from its obligations to pay said fees or, royalties or costs to others.

B. ***TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE.***

7.11 *Permits and Utilities*

A. *Contractor obtained permits and licenses.* Unless otherwise expressly provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. City shall provide reasonable assistance to Contractor, if necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work applicable at the time the Notice of Award is issued, except for permits provided by the City as specified in Paragraph 7.11.B. City shall pay the charges of utility service providers for connections for providing permanent service to the Work.

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B. *City obtained permits and licenses.* City will obtain and pay for those permits and licenses identified as City's responsibility in the Supplementary Conditions or Contract Documents. It will be the Contractor's responsibility to comply with and carry out the provisions of the permit. If the Contractor initiates changes to the Contract and the City approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agency. relating to the changes. The City will not reimburse the Contractor for any cost associated with the requirements of any City acquired permit. The following are permits the City will obtain if required:

1. Texas Department of Transportation Permits
2. U.S. Army Corps of Engineers Permits
3. Texas Commission on Environmental Quality Permits
4. Railroad Company Permits
5. Texas Department of Licensing and Regulation (TDLR) Permits

C. *Outstanding permits and licenses.* Any outstanding permits and licenses are anticipated to be acquired in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding permits and licenses.

7.12 *Taxes*

A. On issuance of a Notice of Award by the City, an organization which qualifying for exemption pursuant to Texas Tax Code, Subchapter H (as amended), the Contractor may purchase, rent or lease all materials, supplies and equipment used or consumed in the performance of this contract by issuing to hisits Supplier an exemption certificate in lieu of the tax, said exemption certificate to comply with State Comptroller's Rulings applicable to Texas Tax Code, Subchapter H. Any such exemption certificate issued to the Contractor in lieu of the tax shall be subject to and shall comply with all applicable rulings pertaining to the Texas Tax Code, Subchapter H.

B. Texas tax permits and information may be obtained from:

1. Comptroller of Public Accounts
   Sales Tax Division
   Capitol Station
   Austin, TX 78711; or
2. http://www.window.state.tx.us/taxinfo/taxforms/93-forms.html

7.13 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, City shall not be responsible for monitoring Contractor's compliance with any Laws and Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws and Regulations, Contractor shall be liable for all resulting claims, costs losses, and damages, and shall indemnify and hold harmless City, and its officers, elected

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and appointed officials, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

C. Changes in Laws and Regulations not known at the time of the City's issuance of a Notice of Award having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Time.

7.14 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. Contractor shall include accurate locations for buried and imbedded items. These record documents, together with all approved Samples, will be available to City for reference. Upon completion of the Work, Contractor shall deliver these record documents to City prior to Final Inspection.

7.15 *Safety and Protection*

A. As between City and Contractor, Contractor shall be responsible for the safety of persons and property in the performance of the Work, for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs. Contractor shall inform the City in writing of Contractor's designated safety representative at the Site.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.1515.C.2 or 7.1515.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be the responsibility of and remedied by Contractor at its expense.

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss;

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and shall implement, erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify City; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of City's safety programs, if any.

H. Contractor shall inform City in advance in writing of the specific requirements of Contractor's safety program with which City's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed and City has issued a Letter of Final Acceptance.

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.16 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws and Regulations.

7.17 *Emergencies and/or Rectification*

A. In the event of threatened or actual emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to immediately act to prevent damage, injury, or loss. Contractor shall give City prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of Contractor's response to an emergency. If City determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Change Order may be issued.

B. Should the Contractor fail to respond to a request from the City to rectify any discrepancies, omissions, or correction necessary to conform with the requirements of the Contract Documents, the City shall give the Contractor written notice that such work or changes are to be performed. The written notice shall direct attention to the discrepant condition and request the Contractor to take remedial action to correct the condition. In the event the Contractor does not take proper action within 24 hours to fulfill this written request or fails to show just cause for not taking the proper action, within 24 hours, the City may take such remedial action with City resources or by contract. The City shall deduct an amount equal to the entire cost for such remedial action, plus 25% from any funds due or to become due the Contractor on the Project.

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7.18 *Submittals*

A. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit required Submittals to City for review and acceptance in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.03).

1. Contractor shall submit the Submittals in accordance with Section 01 33 00 of the General Requirements.

2. Data shown on the Submittals must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to demonstrate to City the services, materials, and equipment Contractor proposes to provide, and to enable City to review the information for the limited purposes required by Paragraph 7.18.C.

3. Submittals reviewed and accepted by City for conformance with the design concept shall be executed in conformity with the Contract Documents unless otherwise required by City.

4. When Submittals are submitted for the purpose of showing the installation in greater detail, their review shall not excuse Contractor from requirements shown on the Drawings and Specifications.

5. For-Information-Only submittals upon which the City is not expected to conduct a review or take responsive action may be so identified in the Contract Documents.

6. Contractor shall submit the required number of Samples specified in the Specifications.

7. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which it is intended and other data as City may require to enable City to review the Submittal for the limited purposes set forth in Paragraph 7.18.C.

B. Where a Submittal is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to City's review and acceptance of the pertinent submittal will be at the sole risk, expense and responsibility of Contractor.

C. City's Review

1. City will provide timely review of Submittals in accordance with the accepted Schedule of Submittals. City's review and acceptance will be to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. City's review and acceptance will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents), or to safety precautions or programs incident thereto.

3. City's review and acceptance of a separate item as such will not indicate approval of the assembly in which the item functions.

4. City's review and acceptance of a Submittal will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Section 01 33 00 of the General

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Requirements, and City has given written acceptance of each such variation by specific written notation thereof incorporated in or accompanying the Submittal.

5. City's review and acceptance of a Submittal will not relieve Contractor from responsibility for complying with the requirements of the Contract Documents.

6. City's review and acceptance of a Submittal, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Time or Contract Price, unless such changes are included in a Change Order.

7. Neither City's receipt, review, or acceptance of a Submittal will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in accepted Submittals, subject to the provisions of Section 01 33 00 of the General Requirements.

7.19 *Continuing the Work*

A. Except as otherwise provided, Contractor shall carry on the Work and adhere to the Project Schedule during all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as City and Contractor may otherwise agree in writing.

7.20 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. City and its officers, elected and appointed officials, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Contractor's warranty and guarantee under this Paragraph 7.20:

1. Observations by Engineer or City;

2. Recommendation by Engineer or payment by City of any progress or final payment;

3. The issuance of a letter or certificate of Final Acceptance by City or any payment related thereto by City;

4. Use or occupancy of the Work or any part thereof by City;

5. Any review and acceptance of a Submittal by City;

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6. Any inspection, test, or acceptance by others; or

7. Any correction of defective Work by City.

D. The Contractor shall remedy any defects or damages in the Work and pay for any damage to other work or property resulting therefrom which shall appear within a period of two (2) years from the date of Final Acceptance of the Work unless a longer period is specified. Contractor shall furnish a good and sufficient maintenance bond, complying with the requirements of Paragraph 6.02.B. The City will give notice of observed defects with reasonable promptness.

7.21 *Indemnification*

A. **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, ARISING OUT OF OR RELATED TO, OR ALLEGED TO ARISE OUT OF OR BE RELATED TO, THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THESE CONTRACT DOCUMENTS. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY, OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.**

B. **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM FROM AND AGAINST ANY AND ALL LOSS, DAMAGE OR DESTRUCTION OF PROPERTY OF THE CITY, ARISING OUT OF OR RELATED TO, OR ALLEGED TO ARISE OUT OF OR BE RELATED TO, THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY, OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM.**

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7.22 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, City will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Submittal related to the requirements indicated in Paragraph 7.22.B is prepared by Contractor, a Subcontractor, or others for submittal to City, then such Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to City.

D. City shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under the conditions indicated in Paragraph 7.22.B, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.22, City's review, acceptance, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to the conditions indicated in Paragraph 7.22.B, will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.22;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

7.23 *Right to Audit*

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract during the term of the Contract and for 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 made available, in Denton County, Texas within ten (10) Business Days of City's 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 the Contract, and to allow the City similar access to those documents. All books and records will be made available within Denton County, Texas. Except as otherwise provided herein, the cost of the audit will be borne by the City

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unless the audit reveals an overpayment of 1% or greater. If the City is undertaking an audit or inspection pursuant to Paragraph 7.09 or if an overpayment of 1% or greater occurs, the City's reasonable cost of the audit, including any travel costs, must be paid by the Contractor within five (5) Business Days of receipt of City's invoice for such costs.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City'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.

7.24 *Nondiscrimination*

A. The City is responsible for operating Public Transportation Programs and implementing transit-related projects, funded in part with Federal financial assistance awarded by the U.S. Department of Transportation and the Federal Transit Administration (FTA), without discriminating against any person in the United States on the basis of race, color, or national origin.

B. Contractor shall comply with the requirements of *Title VI, Civil Rights Act of 1964 as amended* and the regulations promulgated thereunder, as may be further defined in the Supplementary Conditions, for any project receiving Federal assistance.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the City may perform other work at or adjacent to the Site. Such other work may be performed by City's employees, or through contracts between the City and third parties. City may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If City performs other work at or adjacent to the Site with City's employees, or through contracts for such other work, then City shall give Contractor written notice thereof prior to starting any such other work, if such other work is not noted in the Contract Documents.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and City, if City is performing other work with City's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of City and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to City in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with

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Contractor's Work except for latent defects and deficiencies in such other work that could not have been discovered through a proper inspection.

F. The provisions of this Article 8 are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with City, or that is performed without having been arranged by City. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.03.D.3.

8.02 *Coordination*

A. If City intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with City's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, City shall have authority for such coordination.

8.03 *Legal Relationships*

A. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of City, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. When City is performing other work at or adjacent to the Site with City's employees, Contractor shall be liable to City for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by City as a result of Contractor's failure to take reasonable and customary measures with respect to City's other work.

B. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any Damage Claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, City, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend and hold harmless City and Engineer, and the officers, elected and appointed officials, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

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ARTICLE 9 – CITY'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in the Supplementary Conditions, City shall issue all communications to Contractor.

9.02 *Furnish Data*

A. City shall promptly furnish the data required of City under the Contract Documents.

9.03 *Pay When Due*

A. City shall make payments to Contractor when they are due in accordance with and subject to the provisions of Article 14.

9.04 *Lands and Easements; Reports, Tests, and Drawings*

A. City's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Article 5 refers to City's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by City in preparing the Contract Documents.

9.05 *Change Orders*

A. City's responsibilities with respect to Change Orders are set forth in Article 11.

9.06 *Inspections, Tests, and Approvals*

A. City's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.02.DD.

9.07 *Limitations on City's Responsibilities*

A. The City shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. City will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.08 *Undisclosed Hazardous Environmental Condition*

A. City's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.09 *Compliance with Safety Program*

A. While at the Site, City's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which City has been informed in advance in writing pursuant to Paragraph 7.15.

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ARTICLE 10 – CITY'S OBSERVATION DURING CONSTRUCTION

10.01 *City's Project Manager or Duly Authorized Representative*

A. City will provide a Project Manager or duly authorized representative during the construction period. The duties and responsibilities and the limitations of authority of City's Project Manager or duly appointed representative during construction are set forth in the Contract Documents.

B. City's Project Manager for these Contract Documents is as set forth in the Supplementary Conditions. City will establish a duly authorized representative at the Preconstruction Meeting in accordance with Section 01 31 19 of the General Requirements.

10.02 *Visits to Site*

A. City will make visits to the Site at intervals appropriate to the various stages of construction as City deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, City will determine, in general, if the Work is proceeding in accordance with the Contract Documents. City will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. City's efforts will be directed toward providing City a greater degree of confidence that the completed Work will conform generally to the Contract Documents.

B. City's visits and observations are subject to all the limitations on City's responsibility set forth in Paragraph 9.07. Particularly, but without limitation, during or as a result of City's visits or observations of Contractor's Work, City will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Determinations for Work Performed*

A. As applicable, Contractor will determine the actual quantities and classifications of Work performed.. City's Project Manager or duly authorized representative will review with Contractor the preliminary determinations on such matters before rendering a written recommendation. City's written decision will be final (except as modified to reflect changed factual conditions or more accurate data).

10.04 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. City will be the interpreter of the requirements of the Contract Documents and judge the acceptability of the Work thereunder.

B. City will render a written decision on any issue referred.

C. City's written decision on the issue referred will be final and binding on the Contractor, subject to the provisions of Paragraph 11.07.

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ARTICLE 11 – CHANGES ININ THE WORK; CLAIMS; EXTRA WORK

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended toto provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof, including in the Contract Price or Contract Time, but such amendment will be made by Change Order only.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work not involving a change in Contract Price or Contract Time, may be authorized, by one of the following ways:

1. A Field Order; or
2. City's review of a Submittal (subject to the provisions of Paragraph 7.18.C); or
3. City's written interpretation or clarification.

11.02 *Execution of Change Orders*

A. City and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Time which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed..
2. Changes in the Work which are: (a) ordered by City pursuant to Paragraph 11.04, (b) required because of City's acceptance of defective Work under Paragraph 13.05 or City's correction of defective Work under Paragraph 13.08, or (c) as otherwise agreed to by the parties.

11.03 *Field Orders*

A. City may authorize minor variations and deviations in changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on both the City and Contractor, which shall perform the Work involved promptly.

11.04 *Authorized Changes in the Work – Extra Work*

A. Without invalidating the Contract and without notice to any surety, City may, at any time or from time to time, order Extra Work. Upon notice of such Extra Work, Contractor shall proceed with the Work involved only upon receiving written notice from City. Extra Work will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Extra Work shall be memorialized by a Change Order which may or may not precede an order of Extra Work.

B. For minor changes of Work not requiring changes to Contract Time or Contract Price, a Field Order may be issued by City.

11.05 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract

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Documents, as amended, modified, or supplemented as allowed herein, except in certain cases of an emergency as provided in Paragraph 7.17.A.

11.06 *Dispute of Extra Work*

A. Should a difference arise as to what does or does not constitute Extra Work, or as to the payment for such Extra Work, and the City requires its performance, the Contractor shall proceed with the Extra Work after making written request for a Change Order and shall keep accurate account of the actual reasonable cost thereof. Contract Claims regarding Extra Work shall be made pursuant to Paragraph 11.07.

B. The Contractor shall furnish the City such records of all deviations from the original Contract Documents as may be necessary to enable the City to prepare for permanent record a corrected set of plans showing the actual work performed.

C. The compensation agreed upon for Extra Work whether or not initiated by a Change Order shall be the full, complete and final payment for all charges, fees and costs Contractor incurs as a result of or relating to the Extra Work, whether said charges, fees or costs are known, unknown, foreseen or unforeseen at that time, including without limitation, any charges, fees or costs for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of the Extra Work.

11.07 *Contract Claims Process*

A. *City's Decision Required*: All Contract Claims, except those waived pursuant to Paragraph 14.08, shall be referred to the City for decision. A decision by City shall be required as a condition precedent to any exercise by Contractor of any rights or remedies he may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Contract Claims.

B. *Notice*:

1. Written notice stating the general nature of each Contract Claim shall be delivered by the Contractor to City no later than 15 days after the start of the event giving rise thereto. The responsibility to substantiate a Contract Claim shall rest with the party making the Contract Claim.

2. Notice of the amount or extent of the Contract Claim, with supporting data shall be delivered to the City no later than 45 days after the start of the event giving rise thereto (unless the City notifies Contractor in writing that City will allow additional time for Contractor to submit additional or more accurate data in support of such Contract Claim).

3. A Contract Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 11.08.

4. A Contract Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 11.09.

5. Each Contract Claim shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of said event.

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6. The City shall submit any response to the Contractor within 30 days after receipt of the Contractor's last submittal (unless in connection with the Contract Claim (unless Contractor allows the City additional time to submit a response).

C. *City's Action*: City will review each Contract Claim and, within 30 days after receipt of the last submittal of the Contractor unless action by City's Council is required, take one of the following actions in writing:

1. deny the Contract Claim in whole or in part;

2. approve the Contract Claim; or

3. notify the Contractor that the City is unable to resolve the Contract Claim if, in the City's sole discretion, it would be inappropriate for the City to do so. For purposes of further resolution of the Contract Claim, such notice shall be deemed a denial.

D. City's written action under this Paragraph 11.07 will be final and binding, unless City or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

E. No Contract Claim for an adjustment in Contract Price or Contract Time will be valid if not submitted in accordance with this Paragraph 11.07.

F. If the City fails to take any action pursuant to this Paragraph 11.07, the Contract Claim is considered to have been denied by the City.

11.08 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order.

B. TheThe value of any Work covered by a Change Order will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 12.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum or unit price (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.08.C.2), and shall include the cost of any secondary impacts that are foreseeable at the time of pricing the cost of Extra Work; or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum or unit price, then on the basis of the Cost of the Work (determined as provided in Paragraph 12.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.08.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

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a. For costs incurred under Paragraphs 12.01.B.1, 12.01.B.2, and 12.01.B.3, the Contractor's fee will be 15 percent except for:

1) rental fees for Contractor's own equipment; and

2) bonds and insurance;

b. For costs incurred under Paragraph 12.01.B.4, the Contractor's fee will be 5 percent;

1) Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.08.C.2.a and 11.08.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 12.01.B.1, 12.01.B.2, and 12.01.B.3 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, in no case shall the cumulative total of fees paid be in excess of 25% of the Cost of the Work;

c. No fee will be payable on the basis of costs itemized under Paragraphs 12.01.B.5, 12.01.B.6, and 12.01.C;

d. The amount of credit to be allowed by Contractor to City for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

11.09 *Change of Contract Time*

A. The Contract Time may only be changed by a Change Order.

B. No extension of the Contract Time will be allowed under a Change Order for Extra Work or for claimed delay unless the Extra Work contemplated or claimed delay is shown to be on the critical path of the Project Schedule or Contractor can show by critical path method analysis how the Extra Work or claimed delay adversely affects the critical path.

C. Delay, disruption, and interference in the Work, and any related changes in Contract Time, are addressed in and governed by Paragraph 4.03.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted by the Contractor to reflect the effect of any such change.

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ARTICLE 12 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK; PLANS QUANTITY MEASUREMENT

12.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term "Cost of the Work" means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 12.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: The term, "Cost of the Work" means the sum of all costs, except those excluded in Paragraph 12.01.C, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work is covered by a Change Order, the costs reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work. Such costs shall be in amounts no higher than those calculated based on the prevailing wage rates contained in the Contract Documents, shall not include any of the costs itemized in Paragraph 12.01.C, and may include as applicable, but not be limited to the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Such employees shall include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs shall include, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours on Business Days, during Weekend Working Hours, or on a state or federal holiday observed by the City, shall be included in the above to the extent authorized by City.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith.

3. Rentals of all construction equipment and machinery and the parts thereof, whether rented from Contractor or others, in accordance with rental agreements approved in writing by City, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. and the Contract Documents. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

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4. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to City . Contractor shall deliver such bids to City, which will then determine, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 12.01 and Paragraph 11.08.C.

5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work and specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1 or otherwise specifically included in the Contract.

6. Supplemental costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, and temporary office or facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations, excluding those taxes for which an exemption is available as described in Paragraph 7.12.

    d. Deposits lost for causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    e. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work, provided such losses and damages have resulted from causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of CityCity. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

    f. The cost of utilities, fuel, and sanitary facilities at the Site.

    g. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

    h. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

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1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1 or otherwise specifically covered in the Contract. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the acts, omissions, negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Agreement will be determined as set forth in the Contract.
    b. for any Work covered by a Change Order for an adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as set forth in Paragraph 11.08.C.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order for an adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.08.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 12, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices, and submit in a form acceptable to City an itemized cost breakdown together with supporting data. Subject to prior written notice, City will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by City. Contractor will be responsible for ensuring that pertinent Subcontractors will afford such access to City, and preserve such documents, to the same extent as is required of Contractor.

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12.02 *Allowances*

A. *Specified Allowance*: It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to City.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances, have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of City.

D. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

12.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by City subject to the provisions of Paragraph 10.03.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. Work described in the Contract Documents, or reasonably inferred as required for a functionally complete installation, but not identified in the listing of unit price items shall be considered incidental to Unit Price Work listed and the cost of incidental work included as part of the unit price.

D. Adjustments in Contract Price

1. City may make an adjustment in the Contract Price in accordance with Paragraph 11.08 if:

a. the quantity of the item of Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. there is no corresponding adjustment with respect to any other item of Work.

2. Adjusted unit prices will apply to all units of that item.

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E. Increased or Decreased Quantities: The City reserves the right to order Extra Work in accordance with Paragraph 11.04.

1. If the changes in quantities or the alterations do not significantly change the character of the Work under the Contract Documents, the altered Work will be paid for at the Contract unit price.

2. If the changes in quantities or alterations materially and significantly change the character of the Work, the Contract will be amended by a Change Order.

3. If no unit prices exist, thisany increase or decrease in quantities will be considered Extra Work and the Contract will be amended by a Change Order in accordance with Article 11.

4. A significant change in the character of Work occurs when:

a. the character of work for any Item as altered differs materially or significantly in kind or nature from that in the Contract; or

b. a Major Item of work varies by more than 25% from the original Contract quantity.

5. When the quantity of work to be done under any Major Item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

6. When the quantity of work to be done under any Major Item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

12.04 *Plans Quantity Measurement for Unclassified Excavation or Embankment*

A. Plans quantities may or may not represent the exact quantity of Work performed or material moved, handled, or placed during the term of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised in accordance with the Contract.

B. If the total actual quantity measured for an individual item varies by more than 25% (or as stipulated under "Price and Payment Procedures" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract Documents, an adjustment may be made to the quantity of authorized Work done for payment purposes. The party to the Contract requesting the adjustment will provide field measurements and calculations showing the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in Article 11.

C. When quantities are revised by a change in design approved by the City, by Change Order, or to correct an error, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount identified in the approved change, and the 25% variance provisions of Paragraph 12.04.B will apply to the new plans quantity.

D. If the total Contract quantity multiplied by the unit price bid for an individual Item is less than $250 and the Item is not originally a plans quantity Item, then the Item may be paid as a plans quantity Item if the City and Contractor agree in writing to fix the final quantity as a plans quantity.

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E. For callout work or non-site specific Contracts, the plans quantity measurement requirements are not applicable.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Access to Work*

A. City and its Engineer, consultants, representatives, employees, and independent testing laboratories, and authorities having jurisdiction shall have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

13.02 *Tests and Inspections*

A. Contractor shall give City timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. If the Contract Documents or any Laws and Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish City the required certificates of inspection, testing or approval, except that those fees specifically identified in the Supplementary Conditions or any Texas Department of Licensure and Regulation (TDLR) inspections, which shall will be paid as described in the Supplementary Conditions.

C. Contractor shall be responsible for arranging, obtaining, and paying for all inspections, tests, re-tests, and approvals required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to City;
2. to attain City's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City.

D. City may arrange for the services of an independent testing laboratory ("Testing Lab") to perform any inspections or tests ("Testing") for any part of the Work, as determined solely by City.

1. City will coordinate such Testing to the extent possible, with Contractor;

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2. Should any Testing under this Section 13.03.D result in a "fail", "did not pass" or other similar negative result, the Contractor shall be responsible for paying for any and all retests. Contractor's cancellation without cause of City initiated Testing shall be deemed a negative result and require a retest.

3. Any amounts owed for any retest under this Section 13.02.D shall be paid directly to the Testing Lab by Contractor. City will forward all invoices for retests to Contractor.

4. If Contractor fails to pay the Testing Lab, City will not issue Final Payment until the Testing Lab is paid.

E. If the Contract Documents require the Work (or part thereof) to be approved by City or another designated individual or entity, then Contractor shall assume full responsibility for seeking and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without the written approval of City, Contractor shall, if requested by City, uncover such Work for observation. Such uncovering and the recovering of such Work will be at Contractor's expense.

13.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *City's Authority*: City has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Written notice of all defective Work of which City has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if City has rejected the defective Work, shall remove the defective Work from the Project and replace it with Work that is not defective. Failure to require the removal of any defective Work shall not constitute acceptance of such Work.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair City's warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Contractor or City by governmental authorities because the Work is defective, and the costs of repair, replacement or reconstruction of work of others resulting from defective Work.

13.04 *Rejecting Defective Work*

A. City will have authority to reject Work which City believes to be defective or will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. City will have authority to conduct special inspection or testing

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of the Work as provided in this Article 13, whether or not the Work is fabricated, installed, or completed.

13.05 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such defective Work, and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to Final Acceptance, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of the Work so accepted.

13.06 *Uncovering Work*

A. City has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the Contract Documents or specific instructions of City and if requested by City, Contractor shall uncover such Work for City's observation, inspection or testing and then replace the covering, all at Contractor's expense.

C. If City considers it necessary or advisable that covered Work be observed by City or inspected or tested by others, then Contractor, at City's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as City may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others). City shall be entitled to accept defective Work in accordance with Paragraph 13.05 and in such case Contractor shall still be responsible for all costs associated with exposing, observing, and testing defective Work.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an extension of the Contract Time to the extent directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

13.07 *City May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or Contractor fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been corrected or eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or any employee or agent of, any of them.

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13.08 *City May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from City to correct defective Work, or to remove and replace defective Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then City may, after providing 7 days' advance written notice to Contractor, correct or remedy any such deficiency.

B. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow CityCity, City's representatives, agents and employees, and City's other contractors access to the Site to enable City to exercise the rights and remedies under this Paragraph 13.08.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court, or arbitration or other dispute resolution costs) incurred or sustained by City in exercising the rights and remedies under this Paragraph 13.08 will be the responsibility of and will be charged against Contractor. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Time because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this Paragraph 13.08.

ARTICLE 14 – PAYMENTS TO CONTRACTOR; COMPLETION; CORRECTION PERIOD

14.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Paragraph 2.03 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to City. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 12.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments

1. Contractor is responsible for providing all information as required to become a vendor of the City.

2. At least 20 days before the date established in the General Requirements for each progress payment (but not more often than once a month), Contractor shall submit to City for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

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3. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) bill of sale, invoice, or purchase order payments, copies of cancelled checks or other documentation establishing full payment by Contractor for the materials and equipment; (b) at City's request, documentation warranting that City has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, or other arrangements to protect City's interest therein, all of which must be satisfactory to City.
4. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received on account of the Work by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
5. The amount of retainage with respect to progress payments will be as stipulated in the Contract Documents.

C. Review of Applications

1. City will, after receipt of each Application for Payment, either indicate in writing it will proceed to process the Application for Payment or return the Application to Contractor indicating reasons for refusing payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. City's processing of any payment requested in an Application for Payment will be based on City's observations of the executed Work, and on City's review of the Application for Payment and the accompanying data and schedules, that based City's actual knowledge:
    a. the Work has progressed to the point indicated; and
    b. the quality and/or quantity of the Work is generally in accordance with the Contract Documents (subject to any subsequent evaluations of the Work, an evaluation of the Work as a functioning whole prior to or upon Final Acceptance, the results of any subsequent tests or inspections called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraphs 10.05 and 12.03, and any other qualifications stated).
3. Processing any such payment will not thereby be deemed to have represented that:
    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or
    b. there are no other matters or issues between the parties that might entitle Contractor to be paid additionally by City or entitle City to withhold payment to Contractor; or
    c. Contractor hashas complied with Laws and Regulations applicable to Contractor's performance of the Work.
4. City may refuse to process or pay the whole or any part of any payment because of subsequently discovered evidence or the results of subsequent inspections or tests, and

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may revise or revoke any such payment previously made, to such extent as may be necessary to protect City from loss because:

a. the Work is defective, or the completed Work has been damaged by the Contractor or his subcontractors, requiring correction or replacement;

b. there are discrepancies in quantities contained in previous applications for payment;

c. the Contract Price has been reduced by Change Orders;

d. City has been required to correct defective Work in accordance with Paragraph 1313.08, or has accepted defective Work pursuant to Paragraph 13.05;

e. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

f. City has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Retainage:

1. For all contracts, retainage shall be five percent (5%).

E. *Liquidated Damages*: For each calendar day that any work shall remain uncompleted after the time specified in the Contract Documents, the sum per day specified in the Agreement will be paid by the Contractor to the City, not as a penalty, but as liquidated damages suffered by the City. If feasible, the parties may agree to have the liquidated damages deducted from any amounts owned to Contractor by City instead of being paid directly to City by Contractor.

F. *Payment*: Contractor will be paid pursuant to the requirements of this Article 14 and payment will become due in accordance with the Contract Documents.

G. Reduction in Payment

1. City may refuse to make payment of the of the amount requested because:

a. Claims have been made against City based on Contractor's performance or furnishing of the Work, or City has incurred costs, losses, or damages resulting from Contractor's performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, or patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

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g. City has been required to correct defective Work in accordance with Paragraph 13.08, or has accepted defective Work pursuant to Paragraph 13.05;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones or Final Acceptance of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to City to secure the satisfaction and discharge of such Liens;

l. Other items entitle City to a set-off against the payment amount requested; or

m. City has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.

2. If City refuses to make payment of the amount requested, City will give Contractor written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, within a reasonable time after Contractor remedies the reasons for such action to the satisfaction of City and City has confirmed such action.

14.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to City no later than the time of payment free and clear of all Liens.

14.03 *Partial Utilization*

A. Prior to Final Acceptance of all the Work, City may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which City determines constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose without significant interference with Contractor's performance of the remainder of the Work. City at any time may notify Contractor in writing to of any such part of the Work which City determines to be ready for its intended use. In addition, City may request in writing that Contractor permit City to use or occupy any such part of the Work that City believes to be substantially complete, subject to the following conditions:

1. At any time, Contractor may notify City that Contractor considers any such part of the Work ready for its intended use.

2. Within a reasonable time after notification as enumerated in Paragraph 14.03, City and Contractor shall make an inspection of that part of the Work to determine its status of completion. If City does not consider that part of the Work to be substantially complete, City will notify Contractor in writing giving the reasons therefor.

3. Partial Utilization by City will not constitute Final Acceptance by City.

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14.04 *Final Inspection*

A. Upon written notice from Contractor that the entire Work is complete in accordance with the Contract Documents:

1. City will promptly schedule a Final Inspection with Contractor.

2. City will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. City reserves the right to deny request for Final Inspection if City determines that the entire Work is not sufficiently complete to warrant a Final Inspection.

14.05 *Final Acceptance*

A. Upon completion by Contractor to City's satisfaction, of any and all Work in accordance with the Contract Documents, including any corrections or additional Work identified in the Final Inspection and delivery of all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurances, certificates of inspection, annotated record documents and other required documents in accordance with the Contract Documents, City will issue to Contractor a letter of Final Acceptance.

14.06 *Final Payment*

A. Application for Payment

1. Upon receipt of a letter of Final Acceptance from City, Contractor may make application for Final Payment following the procedures for requesting payments in accordance with the Contract Documents.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 6.03;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to City free and clear of any Liens or other title defects or will so pass upon final payment.

d. a list of all Contract Claims or Damage Claims against City that Contractor believes are unsettled; and

e. affidavits of payments and complete and legally effective releases or waivers (satisfactory to City) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

B. Payment Becomes Due: The final payment requested by Contractor, less previous payments made and less any sum to which City is entitled, including but not limited to liquidated damages, will become due and payable:

1. After City's acceptance of the Application for Payment and accompanying documentation; and

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2. After all Damage Claims have been resolved:

   a. directly by the Contractor; or

   b. Contractor provides evidence that the Damage Claim has been reported to Contractor's insurance provider for resolution.

The making of the final payment by the City shall not relieve the Contractor of any guarantees or other requirements of the Contract that continue thereafter.

14.07 *Final Completion Delayed and Partial Retainage Release*

A. If final completion of the Work is significantly delayed, and if City so confirms, City may, upon receipt of Contractor's final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by City for Work not fully completed or corrected is less than the retainage stipulated in Paragraph 14.01.D, and if bonds have been furnished as required in Paragraph 6.02, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to City with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Contract Claims.

B. *Partial Retainage Release*. If the Contract provides for separate establishment and maintenance periods and/or test and performance periods following the completion of all other construction in the Contract Documents for all Work locations, the City may release a portion of the amount retained provided that all other work is completed as determined by the City. Before the release, all submittals and final quantities must be completed and accepted for all other work. An amount sufficient to ensure Contract compliance will be retained.

14.08 *Waiver of Claims*

A. The acceptance of final payment will constitute a waiver and release by Contractor of all claims, rights, causes of action, or liabilities, including Contract Claims, against City arising out of, related to or under the Contract or for any act, omission or neglect of City.

14.09 *Correction Period*

A. If within two (2) years after the date of Final Acceptance (or such longer period of time as may be prescribed by the Contract Documents) any Work has been found to be defective, or Contractor's repair of any damages to the Site, adjacent areas, or areas made available for Contractor's use by City has been found to be defective, then after receipt of City's written notice of defect, Contractor shall promptly, without cost to City and in accordance with City's written instructions:

   1. correct the defective repairs to the Site or such adjacent areas, or areas made available for Contractor's use by City;

   2. correct such defective Work;

   3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by City, and

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4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. If Contractor does not promptly comply with the terms of City's written instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected, repaired or removed and replaced under this Paragraph 14.09, the correction period hereunder with respect to such Work may be extended for an additional period of one year after the end of the initial correction period.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this Paragraph 14.09 are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *City May Suspend Work*

A. At any time and without cause, City may suspend the Work or any portion thereof by written notice to Contractor. City may fix the date on which Work will be resumed in such notice, and Contractor shall resume the Work on the date so fixed. During a temporary suspension of the Work covered by these Contract Documents, for any reason, the City will make no extra payment for stand-by time of construction equipment and/or construction crews.

B. Should the Contractor not be able to complete a portion of the Project due to causes beyond the control of and without the fault or negligence of the Contractor, and should it be determined by mutual consent of the Contractor and City that a solution to allow construction to proceed is not available within a reasonable period of time, Contractor may request an extension in Contract Time, directly attributable to any such suspension.

C. If it should become necessary to suspend the Work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way; Contractor shall take every precaution to prevent damage or deterioration of the work performed; and Contractor shall provide suitable drainage about the work, and erect temporary structures where necessary.

D. Contractor may be reimbursed for the cost of moving its equipment off the job and returning the necessary equipment to the job when it is determined by the City that construction may be resumed. Such reimbursement shall be based on actual cost to the Contractor of moving the

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equipment and no profit or overhead will be allowed. Reimbursement may not be allowed if the equipment is moved to another construction project for the City.

15.02 *City May Terminate for Cause*

A. The occurrence of any one or more of the following events by way of example, but not of limitation, may justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Project Schedule established under Paragraph 2.06 as adjusted from time to time pursuant to Paragraph 7.05);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract; or

3. Contractor's disregard of Laws and Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of City; or

5. Contractor's failure to promptly make good any defect in materials or workmanship, or defects of any nature, the correction of which has been directed in writing by the City; or

6. Substantial indication that the Contractor has made an unauthorized assignment of the Contract or any funds due therefrom for the benefit of any creditor or for any other purpose; or

7. Substantial indication that the Contractor has become insolvent or bankrupt, or otherwise financially unable to perform the Work satisfactorily; or

8. Contractor commences legal action in a court of competent jurisdiction against the City.

B. If one or more of the events identified in Paragraph 15.02.A occurs, City will provide written notice to Contractor and Surety to arrange a conference with Contractor and Surety to address Contractor's failure to perform the Work. The conference shall be held not later than 15 days after receipt of notice. by both Contractor and surety.

1. If the City, the Contractor, and the Surety do not agree to allow the Contractor to proceed to perform the Contract, the City may, to the extent permitted by Laws and Regulations, declare a Contractor default and formally terminate the Contractor's right to complete the Contract. Contractor default shall not be declared earlier than 20 days after the Contractor and Surety have received notice of the conference to address Contractor's failure to perform the Work.

2. If Contractor's services are terminated, Surety shall be obligated to take over and perform the Work. If Surety does not commence performance thereof within 15 consecutive calendar days after date of an additional written notice demanding Surety's performance of its obligations, then City, without process or action at law, may take over any portion of the Work and complete it as described below.

a. If City completes the Work, City may exclude Contractor and Surety from the Site and take possession of the Work, and all materials and equipment stored at the Site

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or for which City has paid Contractor, but which are stored elsewhere, and the Work as City may deem expedient.

3. Whether City or Surety completes the Work, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by City, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to City. Such claims, costs, losses, and damages incurred by City will be incorporated in a Change Order, provided that when exercising any rights or remedies under this Paragraph 15.02, City shall not be required to obtain the lowest price for the Work performed.

4. Neither City, nor any of its respective consultants, agents, officers, elected or appointed officials, directors or employees shall be in any way liable or accountable to Contractor or Surety for the method by which the completion of the said Work, or any portion thereof, may be accomplished or for the price paid therefor.

5. City, notwithstanding the method used in completing the Contract, shall not forfeit the right to recover damages from Contractor or Surety for Contractor's failure to timely complete the entire Contract. Contractor shall not be entitled to any claim, counterclaim or offset on account of the method used by City in completing the Contract.

6. Maintenance of the Work shall continue to be Contractor's and Surety's responsibilities as provided for in the bond requirements of the Contract Documents or any special guarantees provided for under the Contract Documents or any other obligations otherwise under the Contract or prescribed by law.

C. Notwithstanding Paragraph 15.02.B, Contractor’s services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

D. Where Contractor’s services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor then existing or which may thereafter accrue, or any rights or remedies of City against Contractor or Surety. Any retention or payment of money due Contractor by City will not release Contractor from liability.

E. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.02, the termination procedures of that bond shall not supersede the provisions of this Article 15.

15.03 *City May Terminate for Convenience*

A. City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract, in whole or in part. Any termination shall be affected by giving notice of the termination to the Contractor specifying the extent to which performance of Work under the contract is terminated, and the date upon which such termination becomes effective. Notice shall be deemed validly given if given in accordance with Paragraph 17.01.A.

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B. After a notice of termination, has been given, and except as otherwise directed by the City, the Contractor shall:

1. stop work under the Contract on the date and to the extent specified in the notice of termination;

2. place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;

3. terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by notice of termination;

4. transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City:

   a. the fabricated or unfabricated parts, Work in progress, completed Work, supplies and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of the termination; and

   b. the completed, or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the City.

5. complete performance of such Work as shall not have been terminated by the notice of termination; and

6. take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which the City has or may acquire the rest.

C. At a time not later than 30 days after the termination date specified in the notice of termination, the Contractor may submit to the City a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of in accordance with the Contract, exclusive of items the disposition of which has been directed or authorized by City.

D. Not later than 15 days after Contractor's submission of the certified list to City pursuant to Paragraph 15.03.C, the City shall accept title to such items, subject to verification of the list by the City upon removal of the items or,. If the items are stored, then City shall have 45 days after submission of the list, to verify the list submitted and accept title to such items. Any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

E. Not later than 60 days after the notice of termination has been given, the Contractor shall submit a termination claim to the City in the form and with the certification prescribed by the City. Unless an extension request is made in writing within such 60-day period by the Contractor, and granted by the City, any and all such claims of Contractor that are not submitted to City within such 60-day period shall be conclusively deemed waived.

F. Should a termination claim be timely submitted to the City, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead

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and profit on such Work calculated and determined in accordance with the Contract Documents;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses calculated and determined in accordance with the Contract Documents; and

3. reasonable expenses directly attributable to reasonable and necessary wind-down and termination activities, without any overhead or profit.

G. In the event of the failure of the Contractor and City to agree upon the whole amount to be paid to the Contractor by reason of the termination of the Work, the City shall determine, on the basis of information submitted and available to it, the amount, if any, due to the Contractor by reason of the termination and City shall pay to the Contractor the amounts so determined. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of, related to or resulting from such termination.

ARTICLE 16 – RESOLUTION OF DISPUTES

16.01 *Methods and Procedures*

A. Either City or Contractor may request mediation of any Contract Claim submitted for a decision under Paragraph 11.07 before such decision becomes final and binding. The request for mediation shall be submitted to the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 11.07.E.

B. City and Contractor shall participate in the mediation process in good faith. The process shall be commenced within 60 calendar days of filing of the request.

C. The parties shall agree on a mediator; however, if they cannot agree within 14 calendar days then the Denton County Alternative Dispute Resolution Program ("DCAP") shall appoint a mediator. The mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one party, or the mediator, states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. All costs of mediation shall be borne equally by the parties.

D. All communications, both written and oral, during Phases A and B are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

E. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

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F. If the Contract Claim is not resolved by mediation, City's action under Paragraph 11.07.C or a denial pursuant to Paragraphs 11.07.C.3 or 11.07.D shall become final and binding 30 days after termination of the mediation unless, within that time period, City or Contractor:

1. elects in writing to invoke any other dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Contract Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Contract Claim to a court of competent jurisdiction as set forth within the Contract Documents.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice, it will be deemed to have been validly given if delivered:

1. in person, by a commercial courier service or otherwise, if to City, to the duly authorized representative of City identified in the Contract Documents or to City's Project Manager or, if to Contractor, to a member of the firm or to an officer of the corporation for whom it is intended; or

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient.

17.02 *Computation of Time*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day that is a state or federal holiday observed by the City, the next Business Day shall become the last day of the period.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws and Regulations, in equity, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this Paragraph 17.03 will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Limitation of Damages*

A. With respect to any and all claims, disputes subject to final resolution, and other matters at issue, neither City, nor any of its officers, directors, elected or appointed officials, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project. Further, the Contractor may only claim and the City may only be liable for those damages that are set forth in Subchapter I, Chapter 271 of the Texas

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Local Government Code and the City shall not be liable for any consequential damages, exemplary damages or damages for unabsorbed home office overhead.

17.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

B. The City has not waived its sovereign immunity except as expressly set forth in Subchapter I, Chapter 271 of the Texas Local Government Code or as expressly waived by other statute.

17.06 *Survival of Obligations*

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and Final Acceptance of the Work or termination of the Contract or of the services of Contractor.

17.07 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

17.08 *Successors and Assigns*

A. City and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.09 *Governing Law*

A. The Contract shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles.

17.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00 73 00

SUPPLEMENTARY CONDITIONS
TO
GENERAL CONDITIONS

[Text in Blue is for information or guidance. Remove all blue text in the final project document.]

Supplementary Conditions

These Supplementary Conditions modify and supplement Section 00 72 00 - General Conditions, and other provisions of the Contract Documents as indicated below. All provisions of the General Conditions that are modified or supplemented remain in full force and effect as so modified or supplemented. All provisions of the General Conditions which are not so modified or supplemented remain in full force and effect.

Defined Terms

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions, unless specifically noted herein.

Modifications and Supplements

The following are instructions that modify or supplement specific paragraphs in the General Conditions and other Contract Documents.

SC-5.01A

Easement limits shown on the Drawing are approximate and were provided to establish a basis for bidding. Upon receiving the final easements descriptions, Contractor shall compare them to the lines shown on the Contract Drawings.

SC-5.01A.1., "Availability of Lands"

The following is a list of known outstanding right-of-way, and/or easements to be acquired, if any as of *July 2025*:

Outstanding Right-Of-Way, and/or Easements to Be Acquired

PARCEL NUMBER	OWNER	TARGET DATE OF POSSESSION
None		

The Contractor understands and agrees that the dates listed above are estimates only, are not guaranteed, and do not bind the City.

If Contractor considers the final easements provided to differ materially from the representations on the Contract Drawings, Contractor shall within five (5) Business Days and before proceeding with the Work, notify City in writing associated with the differing easement line locations.

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SC-5.01A.2, "Availability of Lands"

Utilities or obstructions to be removed, adjusted, and/or relocated

The following is list of utilities and/or obstructions that have not been removed, adjusted, and/or relocated as of *July 2025*

EXPECTED OWNER	UTILITY AND LOCATION	TARGET DATE OF ADJUSTMENT
	None	

The Contractor understands and agrees that the dates listed above are estimates only, are not guaranteed, and do not bind the City.

SC-5.03A., "Subsurface and Physical Conditions"

The following are reports of explorations and tests of subsurface conditions at the site of the Work:

See *Appendix B*, providing additional information on *soil stockpile and soil boring information.*

The following are drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site of the Work:
C-003 Site Utility Plan

SC-5.05 A., "Underground Facilities

The following are additional resources for identification of Underground Facilities which are at or contiguous to the site of the Work, and which are not necessarily shown in the Drawings:
None

SC-5.06A., "Hazardous Environmental Conditions at Site"

The following are reports and drawings of existing hazardous environmental conditions known to the City:
None

SC-6.02, "Performance, Payment, and Maintenance Bonds"

The "Contract Price" for Performance, Payment, and Maintenance Bonds will be the same as indicated in Article 3 as listed in the Agreement.

SC-6.03A., "Certificates of Insurance"

The entities listed below are "additional insureds as their interest may appear" including their respective officers, directors, agents and employees.

(1) City
(2) Consultant: *Parkhill, Smith & Cooper, Inc.*
(3) Other: *None*

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SC-6.04A., "Contractor's Insurance"

The limits of liability for the insurance required by Paragraph GC-6.04 shall provide the following coverages for not less than the following amounts or greater where required by laws and regulations:

6.04A. Workers' Compensation, under Paragraph GC-6.04A.

Statutory limits
Employer's liability
$100,000 each accident/occurrence
$100,000 Disease - each employee
$500,000 Disease - policy limit

SC-6.04B., "Contractor's Insurance"

6.04B. Commercial General Liability, under Paragraph GC-6.04B. Contractor's Liability Insurance under Paragraph GC-6.04B., which shall be on a per project basis covering the Contractor with minimum limits of:

$1,000,000 each occurrence
$2,000,000 aggregate limit

The policy must have an endorsement (Amendment – Aggregate Limits of Insurance) making the General Aggregate Limits apply separately to each job site.

The Commercial General Liability Insurance policies shall provide "X", "C", and "U" coverage's. Verification of such coverage must be shown in the Remarks Article of the Certificate of Insurance.

SC 6.04C., "Contractor's Insurance"

6.04C. Automobile Liability, under Paragraph GC-6.04C. Contractor's Liability Insurance under Paragraph GC-6.04C., which shall be in an amount not less than the following amounts:

(1) **Automobile Liability** - a commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

$1,000,000 each accident on a combined single limit basis.

SC-6.04D., "Contractor's Insurance"

The Contractor's construction activities will require its employees, agents, subcontractors, equipment, and material deliveries to cross railroad properties and tracks, or perform work within 25 feet of the center line of tracks *None.*

The Contractor shall conduct its operations on railroad properties in such a manner as not to interfere with, hinder, or obstruct the railroad company in any manner whatsoever in the use or operation of its/their trains or other property. Such operations on railroad properties may require that Contractor to execute a "Right of Entry Agreement" with the particular railroad company or companies involved, and to this end the Contractor should satisfy itself as to the requirements of each railroad company and be prepared to execute the right-of-entry (if any) required by a railroad company. The requirements specified herein likewise relate to the Contractor's use of private and/or construction access roads crossing said railroad company's properties.

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The Contractual Liability coverage required by Paragraph 5.04D of the General Conditions shall provide coverage for not less than the following amounts, issued by companies satisfactory to the City and to the Railroad Company for a term that continues for so long as the Contractor's operations and work cross, occupy, or touch railroad property:

(1) General Aggregate: *$Confirm Limits with Railroad*

(2) Each Occurrence: *$Confirm Limits with Railroad*

____ *Required for this Contract* __X__ *Not required for this Contract*

With respect to the above outlined insurance requirements, the following shall govern:

1. Where a single railroad company is involved, the Contractor shall provide one insurance policy in the name of the railroad company. However, if more than one grade separation or at-grade crossing is affected by the Project at entirely separate locations on the line or lines of the same railroad company, separate coverage may be required, each in the amount stated above.

2. Where more than one railroad company is operating on the same right-of-way or where several railroad companies are involved and operated on their own separate rights-of-way, the Contractor may be required to provide separate insurance policies in the name of each railroad company.

3. If, in addition to a grade separation or an at-grade crossing, other work or activity is proposed on a railroad company's right-of-way at a location entirely separate from the grade separation or at-grade crossing, insurance coverage for this work must be included in the policy covering the grade separation.

4. If no grade separation is involved but other work is proposed on a railroad company's right-of-way, all such other work may be covered in a single policy for that railroad, even though the work may be at two or more separate locations.

No work or activities on a railroad company's property to be performed by the Contractor shall be commenced until the Contractor has furnished the City with an original policy or policies of the insurance for each railroad company named, as required above. All such insurance must be approved by the City and each affected Railroad Company prior to the Contractor's beginning work.

The insurance specified above must be carried until all Work to be performed on the railroad right-of-way has been completed and the grade crossing, if any, is no longer used by the Contractor. In addition, insurance must be carried during all maintenance and/or repair work performed in the railroad right-of-way. Such insurance must name the railroad company as the insured, together with any tenant or lessee of the railroad company operating over tracks involved in the Project.

SC 6.04F., "Contractor's Insurance"

Add Paragraph 6.04F. Environmental Impairment/Pollution

Environmental Impairment/Pollution Insurance to include coverage for the handling, receiving, dispensing, removal, storage, testing, transportation, disposal, discharge, dispersal release or escape of any hazardous material into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including ground water, with a minimum combined bodily injury (including death) and property damage limit of *$2,000,000* per occurrence to be obtained upon substantial completion and acceptance of facility by the City.

SC-7.08C., "Concerning Subcontractors and Suppliers"

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The following subcontractors shall be required to be utilized by the Contractor for specific portions of the Work as indicated below:

Required Subcontractors

SUBCONTRACTOR COMPANY NAME	DESCRIPTION OF WORK TO BE PERFORMED
None	

SC-7.11., "Permits and Utilities"

SC-7.11A., "Contractor obtained permits and licenses"
The following are known permits and/or licenses required by the Contract to be acquired by the Contractor:
None

SC-7.11B. "City obtained permits and licenses"
The following are known permits and/or licenses required by the Contract to be acquired by the City: *None.*

SC-7.11C. "Outstanding permits and licenses"

The following is a list of known outstanding permits and/or licenses to be acquired, if any as of *July 2025*:

Outstanding Permits and/or Licenses to Be Acquired

OWNER	PERMIT OR LICENSE AND LOCATION	TARGET DATE OF POSSESSION
None		

SC-8.02., "Coordination"

The individuals or entities listed below have contracts with the City for the performance of other work at the Site:

Vendor	Scope of Work	Coordination Authority
None	*None*	*CITY*

SC-9.01, "Communications to Contractor"

Mobilization, stockpiling material, liner testing and schedule

SC-10.01B., "City's Project Manager"

The City's Project Manager for this Contract is *Randall Morris* or his/her successor pursuant to **written notification from the City Engineer.**

SC-13.02B., "Tests and Inspections"

As noted in the relevant sections of the project manual.

SC-14.01G, "Reduction in Payment"

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Add Paragraph 14.01G.3:

3. *City may reduce payments to the Contractor, if the number of Days that have passed after the date listed on the Notice to Proceed exceeds the Contract Time for Substantial Completion.*

SC-16.01C.1, "Methods and Procedures"

None

SC – 17.01, "Documents"

Any documents submitted to the City in electronic format shall be considered equivalent to an original of such document.

END OF SECTION

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

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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.**

4X CONSTRUCTION GROUP, 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.**

N/A

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 relations hip 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:

Jeff Parrish

C84CF2F734CB491...

Signature of vendor doing business with the governmental entity

1/19/2026

Date

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: D470A203-EF67-402E-82BA-522590081329
Status: Completed
Subject: Please DocuSign: City Council Contract 8907 Cell 6 Construction Project
Source Envelope:
Document Pages: 102
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Crystal Westbrook
901B Texas Street
Denton, TX 76209
crystal.westbrook@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
1/9/2026 4:55:48 PM
Holder: Crystal Westbrook
crystal.westbrook@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Crystal Westbrook crystal.westbrook@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 1/9/2026 5:02:15 PM Viewed: 1/9/2026 5:02:28 PM Signed: 1/9/2026 5:03:25 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 1/9/2026 5:03:27 PM Viewed: 1/12/2026 8:17:38 AM Signed: 1/12/2026 9:47:09 AM
Leah Bush leah.bush@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/16/2026 2:48:17 PM ID: 1d56b049-7086-457d-adb0-b5ec14dcd5a9	Signed by: Leah Bush 2A936B08B5D7485... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 1/12/2026 1:39:10 PM Viewed: 1/12/2026 2:29:47 PM Signed: 1/16/2026 3:03:06 PM
Jeff Parrish jeff.parrish@4xconstruction.com Managing Member 4X Construction Group, LLC Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/16/2026 5:40:18 PM ID: 712c5991-26b0-4db1-819c-93454aa12f3f	DocuSigned by: Jeff Parrish C84CF2F734CB491... Signature Adoption: Pre-selected Style Using IP Address: 69.162.70.148	Sent: 1/16/2026 3:03:09 PM Viewed: 1/16/2026 5:40:18 PM Signed: 1/19/2026 8:59:07 AM

Signer Events	Signature	Timestamp
Brenda Haney brenda.haney@cityofdenton.com Director Security Level: Email, Account Authentication (None)	Signed by: Brenda Haney C3C63BE563154A1... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 1/19/2026 8:59:10 AM Viewed: 1/20/2026 7:01:14 AM Signed: 1/20/2026 7:01:54 AM
Electronic Record and Signature Disclosure: Accepted: 1/20/2026 7:01:14 AM ID: 256c0d0f-d6a2-4ada-8d79-588347af6372		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 198.49.140.10	Sent: 1/20/2026 7:01:57 AM Viewed: 3/25/2026 8:28:33 AM Signed: 3/25/2026 8:29:44 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/25/2026 8:29:47 AM Viewed: 3/25/2026 8:38:30 AM Signed: 3/25/2026 8:38:33 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)	Signed by: Ingrid Rex F116805422D0464... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/25/2026 8:38:36 AM Viewed: 3/26/2026 11:10:48 AM Signed: 3/26/2026 11:11:18 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/9/2026 5:03:28 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 1/12/2026 1:39:13 PM Viewed: 3/26/2026 11:14:58 AM
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	COPIED	Sent: 1/20/2026 7:01:57 AM Viewed: 2/19/2026 1:59:32 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/26/2026 11:11:22 AM Viewed: 3/26/2026 11:14:54 AM
Randall Morris randall.morris@cityofdenton.com Landfill Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/6/2026 6:48:21 AM ID: 58e78947-5180-4799-a8dc-9929bd9e6f7e	COPIED	Sent: 3/26/2026 11:11:23 AM Viewed: 3/26/2026 11:14:52 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/9/2026 5:02:15 PM
Envelope Updated	Security Checked	3/6/2026 2:47:35 PM
Envelope Updated	Security Checked	3/6/2026 2:47:35 PM
Envelope Updated	Security Checked	3/6/2026 2:57:43 PM
Envelope Updated	Security Checked	3/6/2026 2:57:43 PM
Envelope Updated	Security Checked	3/6/2026 3:25:27 PM
Envelope Updated	Security Checked	3/6/2026 3:25:27 PM
Certified Delivered	Security Checked	3/26/2026 11:10:48 AM
Signing Complete	Security Checked	3/26/2026 11:11:18 AM
Completed	Security Checked	3/26/2026 11:11:23 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.

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, RATIFYING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF DENTON AND 4X CONSTRUCTION GROUP, LLC, FOR THE CELL 6 CONSTRUCTION PROJECT FOR THE SOLID WASTE AND RECYCLING DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (CSP 8907 – CHANGE ORDER NO. 1 IN THE NOT-TO-EXCEED AMOUNT OF $618,467.03, FOR A TOTAL CONTRACT AWARD AGGREGATED TO $5,491,222.03).

WHEREAS, state law and city policy requires that certain contracts requiring an expenditure or payment by the city in an amount exceeding $50,000 be by competitive bids, except in the case of public calamity where it becomes necessary to act at once to appropriate money to relieve the necessity of the citizens of the city, or in case of unforeseen damage to public property, machinery, or equipment, or where the procurement is necessary to preserve or protect the public health or safety of the city's residents under Section 252 of the Local Government Code; and

WHEREAS, on March 24, 2026, by Ordinance No. 26-0342, the City Council awarded a contract to 4X Construction Group, LLC, in the amount of $4,872,755.00, for the Cell 6 Construction Project at the Landfill for the Solid Waste and Recycling Department; and

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

WHEREAS, the City Manager has recommended to the City Council that it is necessary to ratify the purchase of goods or services due to the following emergency conditions outlined in the memorandum referenced herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Council hereby determines that there is a public calamity that makes it necessary to act at once to appropriate money to relieve the necessity of the citizens of the city, or to provide for unforeseen damage to public property, machinery, or equipment, or to preserve or protect the public health or safety of the city's residents, and by reason thereof, the following emergency purchases of materials, equipment, supplies, or services, as described in the "Declaration of Emergency Memorandum" referenced herein and on file in the office of the Purchasing Agent, are hereby approved.

SECTION 2. Because of such emergency, the City Manager, or a designated employee, is hereby authorized to purchase the materials, equipment, supplies, or services as described in the Memorandum on file in the office of the Purchasing Agent, and to make payment therefore in the amounts therein stated. Such emergency purchases, being in accordance with the provisions of state law, exempt such purchases by the city from the requirements of competitive bids.

SECTION 1. Change Order No. 1, increasing the amount of the contract between the City and 4X Construction Group, LLC, which is on file in the office of the Purchasing Agent, in the amount of Six Hundred Eighteen Thousand Four Hundred Sixty-Seven and 03/100 $618,467.03) dollars, is hereby approved and the expenditure of funds therefore is hereby authorized in accordance with said change order. The total purchase order amount increases to $5,491,222.03.

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

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: D5AD90A2-CBCC-4A93-8ABF-BFFE08F10B7E

Docusign City Council Transmittal Coversheet

FILE	8907
File Name	CELL 6 CONSTRUCTION PROJECT-CHANGE ORDER #1
Purchasing Contact	Crystal Westbrook
City Council Target Date	N/A
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	26-0342

Initial
LH

Docusign Envelope ID: D5AD90A2-CBCC-4A93-8ABF-BFFE08F10B7E

CITY OF DENTON CHANGE ORDER FORM

City of Denton-Solid Waste & Recycling Dept
Project Manager: Randall Morris
1527 S Mayhill Rd.
Denton, TX 76208

Contractor: 4X Construction Group LLC
Project Manager: Jeff Parrish
99 Regency Parkway, STE 303
Mansfield, TX 76063

Project: Cell 6 Project
CSP# 8907 CIP/ENG# 41129.23
CHANGE ORDER NO. 1
PO #: 214556

Notice To Proceed Issued:	Current Completion Date:	New Completion Date:
	1/0/1900	1/0/1900

Contract BID Amount:	$ 4,640,719.25	Prior Approved Other Funded CO's:	$ -
5% Contingency Amount:	$ 232,035.96	Current Contract Amount w CUA & CO's:	$ 4,640,719.25
Total NTE Amount :	$ 4,872,755.21	This CO Other Funding Request:	$618,467.03
Prior Approved CUA's:	$ -	Total Change Request:	**$ 618,467.03**
Available Contingency:	$ 232,035.96		
This CUA Request:	$0.00	Orig Contract Days:	This CO Days Request:
Contingency Remaining:	$ 232,035.96	Approved CO Days: 180	New Contract Days: 180

PROJECT SCOPE AND REASON FOR CHANGE

Project Scope included in Contract: Cell 6 Excavation and Liner Construction & 1590 Seperation Liner

Reason for change:

The contract for this project was awarded to 4X Construction Group, LLC, through the City's formal competitive proposal process. The contract was approved by Council on March 24, 2026.

Recently the price of oil has been rising, directly impacting on the petroleum-based products essential to this project. The project requires the installation of over 3.3 million square feet of specialized materials, including High-Density Polyethylene (HDPE) and Geocomposite liners. Because these materials are produced on demand and are highly susceptible to UV damage during storage, they could not be purchased in advance. The Contractor has submitted a price increase of 23.5% based on documented supplier cost escalations.

To remain on the timeline necessary to maintain regulatory compliance, the Solid Waste and Recycling Department and Procurement recommend processing this change order under the Declaration of Emergency process to remain on track with the critical path for the project. Any further delays can impact the Landfill's capacity, that could result in violations of the Municipal Solid Waste Permit with the TCEQ and the Settlement Agreement with local neighbors, leading to significant fines, legal fees, and threats to public health. Therefore, the Declaration of Emergency is necessary to award Change Order No. 1 in the amount of

CONTINGENCY USE AUTHORIZED (CUA) CONTRACT CHANGES

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
							$ -
						TOTAL CUA QTY CHANGES:	$0.00

NEW ITEMS OF WORK

1							
							$ -
Contingency funds are used at City's discretion per contract spec language						TOTAL CUA NEW ITEMS:	$0.00

OTHER FUNDED CONTRACT CHANGES (CO)

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
1		HDPE Liner Pricing Increase	LS	0	1	468,467.03	$ 468,467.03
2		Fuel Cost Increase	GAL	0	2	75,000.00	$ 150,000.00
						TOTAL OTHER FUNDED QTY CHANGES:	$618,467.03

NEW ITEMS OF WORK

							$ -
						TOTAL OTHER FUNDED NEW ITEMS:	$0.00

TOTAL CO AMOUNT: $618,467.03

Cell 6 Project

Original BID/Contract Amount:	$	4,640,719.25
Original Total Not To Exceed Amount:	$	4,872,755.21
Total CUA's:	$	-
Total CO's:	$	618,467.03
Revised Contract Amount:	**$**	**5,259,186.28**
% of CUA Approved To-Date:		0.00%
Total Change Order over Original Bid:		**13.33%**

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Percent Changes over NTE:	13%

THE AFOREMENTIONED CHANGE, AND WORK AFFECTED THEREBY,
IS SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

SUBMITTED BY:

Signed by: Arturo Garcia
C5CDBB6D6CA8458...
Project Manager

ACCEPTED BY DIRECTOR OF SOLID WASTE

Signed by: Brenda Haney
C3C63BE563454A1...
Signature

ACCEPTED BY CONTRACTOR: Jeff Parrish Managing Member
Name, Title

DocuSigned by: Jeff Parrish
C84CF2F734CE4...
Signature

INTERIM CITY MANAGER

DocuSigned by: Cassey Ogden
E7FF20C194EA4F8...
Signature

ATTEST: CITY SECRETERY

Signed by: Ingrid Rex
F116805422D04B1...
Signature

APPROVED AS TO LEGAL FORM

DocuSigned by: Marcella Lunn
4B070831B4AA438...
Signature

]

Docusign Envelope ID: D5AD90A2-CBCC-4A93-8ABF-BFFE08F10B7E

PROPOSAL

4X Construction Group, LLC

99 Regency Parkway, STE 303
Mansfield, Texas 76063

Phone: 817-779-3290
Fax: 817-779-3291

C.O.R. No. 001

TO: City of Denton TX
Crystal Westbrook

PROJECT: Denton Landfill
Cell 6

CHANGE ORDER REQUEST

DESCRIPTION

As the City is aware, the project start was delayed due to a situation beyond our control, nor the City's control. Unfortunately, because of the world's current situation regarding fuel / oil costs, we can longer keep our pricing the same as it was at the time of the original proposal. We are respectfully requesting additional costs for fuel for the work and liner costs.

Regarding the fuel, we used a base price of $2.50/Gallon in our proposal. Currently fuel is anywhere from $4.25 - $4.50 per gallon. We had approximately 75,000 gallons of fuel built into this project. We would like to suggest a fuel escalator be added to this project. 4XCG is willing to take on an additional $0.25/Gallon cost, as that could be a reasonable risk. Anything over $2.75/Gallon, would be invoiced monthly. We would supply the invoices to the City for transparency.

Regarding the liner costs, unfortunately, the liner subcontractors will not hold their pricing because the manufacturers will not hold their pricing.Resin prices have increased dramatically, and we are seeing liner costs increase every few days.

We apprecaite your consideration and look forward to hearing from you. Thank you.

Requestor: Jeff Parrish
Date: 4/10/2026

Docusign Envelope ID: D5AD90A2-CBCC-4A93-8ABF-BFFE08F10B7E

April 10, 2026

COR 001: Added Cost Request due to Project Start Delay

To: City of Denton, TX
Crystal Westbrook

PROJECT: City of Denton Landfill
Cell 6

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Geosynthecti Liner Increases	LS	1.00	$ 468,467.03	$ 468,467.03
2	Fuel Cost Increase	GALLON	75,000.00	$ 2.00	$ 150,000.00
				TOTAL	**$ 618,467.03**

Special Conditions

1. The above pricing increase request is based on the Project Start Delay.

4X Construction Group, LLC

Jeff Parrish

Docusign Envelope ID: D5AD90A2-CBCC-4A93-8ABF-BFFE08F10B7E

City of Denton Cell 6 and OL liner increase analysis

					Falcon Original In Bid			Falcon Revised 4/3/2026			GSI revised 4/10/2026			Mustang Revised 4/3/2026	
Resource	Description	Bid Item #	Quan	Unit	FALCON Original UP	Falcon Original Extended		Falcon Revised UP	Falcon Revised Extended		GSI revised UP	GSI revise Extended		Mustang Revised UP	Mustang Revised Extended
4LINER	Mobilization Liner Sub	1	1.00	LS	$ 9,600.00	$ 9,600.00		$ 9,600.00	$ 9,600.00		$ 14,580.00	$ 14,580.00		$ 7,500.00	$ 7,500.00
4LINER	60 Mil HDPE Geomembrane - Textured	12	728,850.00	SF	$ 0.57	$ 416,902.20		$ 0.71	$ 517,483.50		$ 0.60	$ 434,248.83		$ 0.65	$ 472,513.46
4LINER	Geocomposite Drainage Layer for Cell 6	13	728,850.00	SF	$ 0.59	$ 430,021.50		$ 0.72	$ 521,127.75		$ 0.80	$ 586,505.60		$ 0.79	$ 577,832.28
4LINER	Liner Tie-in-Sub for Liner	25	1,260.00	LF	$ 3.00	$ 3,780.00		$ 3.00	$ 3,780.00		$ 8.33	$ 10,489.88		$ 13.31	$ 16,770.60
4LINER	Liner Tie-in-Sub for Liner	26	780.00	LF	$ 3.00	$ 2,340.00		$ 3.00	$ 2,340.00		$ 8.37	$ 6,532.19		$ 12.50	$ 9,750.00
4LINER	Separation Liner Geocomposite Gas Venting Layer	28	600,300.00	SF	$ 0.45	$ 270,135.00		$ 0.58	$ 348,174.00		$ 0.61	$ 365,162.49		$ 0.62	$ 374,046.93
4LINER	Separation Liner Geocomposite Drainage Layer	29	650,000.00	SF	$ 0.59	$ 383,500.00		$ 0.72	$ 464,750.00		$ 0.81	$ 527,540.00		$ 0.84	$ 547,560.00
4LINER	Separation Liner 40 Mil LLDPE Geomembrane	30	650,000.00	SF	$ 0.44	$ 286,000.00		$ 0.56	$ 364,000.00		$ 0.44	$ 283,075.00		$ 0.51	$ 333,710.00
	Total Liner System install					$ 1,802,278.70			$ 2,231,255.25			$ 2,228,133.98			$ 2,339,683.27
	Supply Only Underdrain Geocomposite	4	1.00	LS	$ 185,039.93	$ 185,039.93		$ 244,730.23	$ 244,730.23		$ 227,651.68	$ 227,651.68		$ 256,959.94	$ 256,959.94
	Total with Supply of Underdrain Geocomposite					$ 1,987,318.63			$ 2,475,985.48			$ 2,455,785.66			$ 2,596,643.21

	Analysis	
	Falcon Original (In Contract/Bid)	$ 1,987,318.63
	Increase to Stay with Falcon	$ 488,666.85
	Increase to Use GSI	$ 468,467.03 Best Option
	Increase to Use Mustang	$ 609,324.58

Docusign Envelope ID: D5AD90A2-CBCC-4A93-8ABF-BFFE08F10B7E

Date: April 8, 2026

Attn:

Ref: Geo-Synthetics Systems LLC Proposal
Project Name: 260008 Denton LF Cell 6 rev4
Location: Denton, TX

Geo-Synthetics Systems LLC (GSI) is pleased to provide pricing for the supply and installation of the geosynthetic materials on the referenced project.

Geo-Synthetics Systems LLC (GSI) is a distributor, fabricator, and installer of geosynthetic materials for a broad range of containment applications for MSW (Municipal Solid Waste) & Energy landfill sites, construction sites, road construction projects and contaminated waterways. At Geo-Synthetics, our highly skilled employees have more than 40 years of experience providing geosynthetic materials, project field support, and installation expertise for containment, erosion control, and remediation projects.

GSI is one of the country's largest independent installers of liners for landfill sites and manages installation projects across the country. GSI is an authorized distributor for many of the most recognized names of geosynthetic materials and erosion control products. Our experienced team has installed more than 700 million square feet of geosynthetic solutions across the nation and includes project planning, accurate estimating, project management, and the best geosynthetic installation reputation in the industry.

If job site safety (EMR 0.68), timeliness, and high-quality work is of importance to you, then GSI is your choice.

Please contact me to review our Proposal and answer any questions you may have.

Thank you for the opportunity,

Steve Story
Business Development Manager – Southwest Region
(262) 282-1141

Docusign Envelope ID: D5AD90A2-CBCC-4A93-8ABF-BFFE08F10B7E

PROPOSAL

I. Pricing Summary:

I.a. Supply and Installation Prices:

Bid Item	Descriptions	Quantity	Unit	Unit Price	Extended Price
1	Mobilization	1	EA	$14,580.00	$14,580.00
2	Underdrain Geocomposite – Cell 6 (Supply Only)	535,525	SF	$0.4251	$227,651.68
3	60 mil HDPE Textured – Cell 6	728,850	SF	$0.5958	$434,248.83
4	Geocomposite Drainage Layer – Cell 6	728,850	SF	$0.8047	$586,505.60
5	Liner Tie-in (New Composite Liner to Existing Composite Liner)	1,260	LF	$8.3253	$10,489.88
6	Liner Tie-in (New Separation Liner to Existing Separation Liner)	780	LF	$8.3746	$6,532.19
7	Geocomposite Gas Venting Layer – Separation Liner	600,300	SF	$0.6083	$365,162.49
8	Geocomposite Drainage Layer – Separation Liner	650,000	SF	$0.8116	$527,540.00
9	40 mil LLDPE Textured – Separation Liner	650,000	SF	0.4355	$283,075.00
Total Estimated Price excluding Tax on Material					**$2,455,785.67**

Certificate Of Completion

Envelope Id: D5AD90A2-CBCC-4A93-8ABF-BFFE08F10B7E
Status: Completed
Subject: Please DocuSign: City Council Contract 8907 Cell 6 Construction Project-Declaration of Emergency
Source Envelope:
Document Pages: 8
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Crystal Westbrook
901B Texas Street
Denton, TX 76209
crystal.westbrook@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
4/14/2026 3:23:54 PM
Holder: Crystal Westbrook
crystal.westbrook@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Crystal Westbrook crystal.westbrook@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 4/14/2026 3:29:32 PM Viewed: 4/15/2026 3:53:38 PM Signed: 4/15/2026 3:54:10 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/15/2026 3:54:13 PM Viewed: 4/15/2026 4:06:38 PM Signed: 4/15/2026 4:07:21 PM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/15/2026 4:07:23 PM Viewed: 4/15/2026 4:29:40 PM Signed: 4/15/2026 4:31:01 PM
Jeff Parrish jeff.parrish@4xconstruction.com Managing Member 4X Construction Group, LLC Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/16/2026 5:40:18 PM ID: 712c5991-26b0-4db1-819c-93454aa12f3f	DocuSigned by: Jeff Parrish C84CF2F734CB491... Signature Adoption: Pre-selected Style Using IP Address: 216.14.243.53	Sent: 4/15/2026 4:31:03 PM Viewed: 4/15/2026 4:40:14 PM Signed: 4/15/2026 4:50:59 PM

Signer Events	Signature	Timestamp
Arturo Garcia Arturo.Garcia@cityofdenton.com Solid Waste Project Manager Solid Waste & Recycling Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/16/2026 8:34:23 AM ID: d4171875-555b-4321-8abc-b94ced2893df	Signed by: Arturo Garcia C5CDBB6D6CA8458... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/15/2026 4:51:01 PM Resent: 4/16/2026 8:32:00 AM Viewed: 4/16/2026 8:34:23 AM Signed: 4/16/2026 8:36:57 AM
Brenda Haney brenda.haney@cityofdenton.com Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/16/2026 8:39:50 AM ID: ffc230ea-aa64-4887-8474-ec8e13f07258	Signed by: Brenda Haney C3C63BE563154A1... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/16/2026 8:37:01 AM Viewed: 4/16/2026 8:39:50 AM Signed: 4/16/2026 8:40:02 AM
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	**Completed** Using IP Address: 198.49.140.104	Sent: 4/16/2026 8:40:06 AM Viewed: 4/16/2026 12:13:55 PM Signed: 4/16/2026 12:14:20 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Deputy City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Cassey Ogden E7FF20C194EA4F9... Signature Adoption: Pre-selected Style Using IP Address: 150.220.215.5	Sent: 4/16/2026 12:14:22 PM Viewed: 4/16/2026 5:55:56 PM Signed: 4/16/2026 5:56:04 PM
Ingrid Rex Ingrid.Rex@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Ingrid Rex F116805422D0464... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/16/2026 5:56:07 PM Viewed: 4/16/2026 8:27:35 PM Signed: 4/16/2026 8:30:18 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/15/2026 3:54:13 PM Viewed: 4/16/2026 8:33:38 PM
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	COPIED	Sent: 4/16/2026 8:40:05 AM Viewed: 4/16/2026 8:34:02 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/16/2026 8:30:20 PM Viewed: 4/16/2026 8:35:04 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/14/2026 3:29:32 PM
Envelope Updated	Security Checked	4/14/2026 4:33:45 PM
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Envelope Updated	Security Checked	4/16/2026 8:31:59 AM
Certified Delivered	Security Checked	4/16/2026 8:27:35 PM
Signing Complete	Security Checked	4/16/2026 8:30:18 PM
Completed	Security Checked	4/16/2026 8:30:20 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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.

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To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•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.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with BRCT LLC, dba Black Rock Construction, for the construction of the Baker Offsite Sewer Project with the geographical limits as follows: Masch Branch Road from Hampton Road to Jim Crystal Road for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8833 – awarded to BRCT LLC, dba Black Rock Construction, in the not-to-exceed amount of $2,719,616.55). The Public Utilities Board will consider this item on Monday, May 18, 2026.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

The Baker Offsite Sewer Project is a component of the 2024 Wastewater Master Plan. The project includes the installation of approximately 9,114 linear feet of sewer line along Masch Branch Road, extending from Hampton Road to Jim Crystal Road. This improvement supports efficient and sustainable wastewater management, protects public health and safety, and strengthens the City's wastewater treatment and conveyance infrastructure to accommodate projected population growth over the next 25 years.

On December 16, 2025, City Council approved a development agreement for cost-sharing between the City of Denton and RM Squared Denton LLC and Baker 35 LLC for the Baker Offsite Sewer Project. To expedite delivery of the city sewer line, the developer engaged Kimley-Horn & Associates to complete design and engineering services for the project. The Developer has also funded the associated design and engineering costs for the City sewer line in advance of construction.

The Baker Offsite Sewer Project has a total project construction cost of $2,719,616.55. This estimate includes a $2,590,111 total base proposal amount and a 5% contingency of $129,505.55. A contingency allowance, if any, is for the sole use of the City and will be subject to written authorization by the City's Project Manager and Program Manager.

Invitation for Bids was sent to 1,275 prospective suppliers, including 75 Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download, and advertised in the local newspaper. Ten (10) bids were received, with nine (9) bids meeting specifications. The lowest bid was received by BRCT LLC, dba Black Rock Construction.

NIGP Code Used for Solicitation:	911, 912, 913
Notifications sent for Solicitation sent in IonWave:	1,275
Number of Suppliers that viewed Solicitation in IonWave:	41
HUB-Historically Underutilized Business Invitations sent out:	156
SBE-Small Business Enterprise Invitations sent out:	398
Responses from Solicitation:	10
Responses Meeting Specifications:	9

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 16, 2025, City Council approved a development agreement between the City of Denton and RM Squared Denton LLC and Baker 35 LLC (Ordinance 25-2155).

On May 18, 2026, this item will be presented to the Public Utilities Board (PUB) for consideration.

RECOMMENDATION

Award a contract with BRCT LLC, dba Black Rock Construction, for the construction of the Baker Offsite Sewer Project with the geographical limits as follows: Masch Branch Road from Hampton Road to Jim Crystal Road for the Capital Projects Department, in a not-to-exceed amount of $2,719,616.55.

PRINCIPAL PLACE OF BUSINESS

BRCT LLC, dba Black Rock Construction
Mansfield, TX

ESTIMATED SCHEDULE OF PROJECT

This project will be started upon approval, with a completion date of Q3 2027

FISCAL INFORMATION

These services will be funded from a combination of the accounts listed below.

North Masch Branch Sewer	640527541.1360.40100	$550,000.00
Masch Sewer Line Replacement	640549545.1360.40100	$2,040,111.00

Requisition #175262 has been entered into the Purchasing software system in the amount of $2,590,111. The budgeted amount for this item is $ 2,719,616.55.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Bid Tabulation
Exhibit 3: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Sheldon Gatewood, 940-349-7423.

Legal point of contact: Leah Bush at 940-349-8333.

Exhibit 2
IFB 8833 - Bid Tabulation for Baker Offsite Sewer

	Respondent's Business Name:	**BRCT LLC, dba Black Rock Construction**	Mountain Cascade of Texas, LLC	Quality Excavation, Ltd.	DDM Construction Corporation	3S Contracting, LLC	Acadia Services, LLC	J&L Construction, LLC.	Western Municipal Construction of Texas, LLC.	Canary Construction, Inc
	Principal Place of Business (City and State):	**Mansfield, TX**	Alvarado, TX	Aubrey, TX	Addison, TX	Quilan, TX	Richland Hills, TX	Denton, TX	Justin, TX	Lewisville, TX
Line #	**Description**	**Bid**	**Bid**	**Bid**	**Bid**	**Bid**	**Bid**	**Bid**	**Bid**	**Bid**
1										
2	Total Base Bid Amount	**$2,590,111.00**	$3,494,161.00	$3,586,803.05	$3,634,984.00	$3,956,245.00	$4,142,257.00	$4,900,931.79	$5,348,651.00	$5,620,415.00

5% Contingency:	**$129,505.55**
Total Contract NTE Amount:	**$2,719,616.55**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BRCT LLC, DBA BLACK ROCK CONSTRUCTION, FOR THE CONSTRUCTION OF THE BAKER OFFSITE SEWER PROJECT WITH THE GEOGRAPHICAL LIMITS AS FOLLOWS: MASCH BRANCH ROAD FROM HAMPTON ROAD TO JIM CRYSTAL ROAD FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (IFB 8833 – AWARDED TO BRCT LLC, DBA BLACK ROCK CONSTRUCTION, IN THE NOT-TO-EXCEED AMOUNT OF $2,719,616.55).

WHEREAS, the City has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described bids are the lowest responsible bids for the materials, equipment, supplies, or services as shown in the "Bid Proposals" submitted therefore; and

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

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The following competitive bids for the materials, equipment, supplies, or services as described in the "Bid Invitations", "Bid Proposals", or plans and specifications on file in the Office of the City's Purchasing Agent filed according to the bid number assigned hereto, are hereby accepted and approved as being the lowest responsible bids:

BID NUMBER	VENDOR	AMOUNT
8833	BRCT LLC, dba Black Rock Construction	$2,719,616.55

SECTION 2. That by the acceptance and approval of the above competitive bids the City accepts the offer of the persons submitting the bids for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Bid Invitations, Bid Proposals, and related documents.

SECTION 3. Should the City and the winning bidder(s) wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the bids, the City Manager, or their designated representative, is hereby authorized to execute a written contract, which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Bid Proposal and related documents, and to extend that contract as determined to be advantageous to the City of Denton.

SECTION 4. 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 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 9B28E4F2-8369-4128-8DFF-D3069E7CC229

Docusign City Council Transmittal Coversheet

IFB	8833
File Name	Baker Offsite Sewer
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 9B28E4F2-8369-4128-8DFF-D3069E7CC229

SECTION 00 52 43

AGREEMENT – UNIT PRICE BID

THIS AGREEMENT, authorized on _____ is made by and between the City of Denton, a Texas home-rule municipal corporation**,** acting by and through its duly authorized City Manager**,** ("City"), and BRCT LLC, dba Black Rock Construction , authorized to do business in Texas, acting by and through its duly authorized representative, ("Contractor").

City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

Article 2. PROJECT

The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Baker Offsite Sewer

IFB 8833

Article 3. CONTRACT PRICE

City agrees to pay Contractor for performance of the Work in accordance with the Contract Documents an amount, in current funds, of Two Million Five Hundred Ninety Thousand One Hundred Eleven Dollars and Zero Cents ($2,590,111.00). At the sole option of the City, five (5) percent contingency in the amount of One Hundred Twenty-Nine Thousand Five Hundred Five Dollars and Fifty-Five Cents ($129,505.55) may be used for a total not-to-exceed amount of Two Million Seven Hundred Nineteen Thousand Six Hundred Sixteen Dollars and Fifty-Five Cents ($2,719,616.55).

Article 4. CONTRACT TIME

4.1 Time is of the essence.

All time limits for Milestones, if any, and Final Acceptance as stated in the Contract Documents are of the essence to this Contract.

4.2 Final Acceptance.

The Work will be completed for Final Acceptance within *300* Days after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

Docusign Envelope ID: 9B28E4F2-8369-4128-8DFF-D3069E7CC229

4.3 Liquidated Damages:

A. Contractor recognizes that *time is of the essence* to achieve Milestones and Final Acceptance of the Work, and City will suffer financial and other losses if the Work is not completed within the times specified in the Contract Documents. The Contractor also recognizes the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work related to the Milestones or Final Acceptance is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that liquidated damages for delay (but not as a penalty):

1. *Final Acceptance*: If Contractor neglects, refuse, or fails to complete the Work within the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2, for completion and readiness for Final Payment, Contractor shall pay City *Six Hundred Twenty-Five* Dollars ($*625.00*) for each day that expires after such time, until the date determined by City as stated in the City-issued Letter of Final Acceptance.

Article 5. CONTRACT DOCUMENTS

5.1 CONTENTS:

A. The Contract comprises the entire agreement between City and Contractor concerning the Work and consists of this Agreement and the items set forth below. The Contract Documents consist of all items below other than this Agreement.

1. Attachments to this Agreement:
   a. Proposal Form
      1) Bid Form
      2) Unit Price Proposal Form
      3) Vendor Compliance to State Law Non-Resident Offeror
      4) State and Federal documents (*project specific)*
   b. Current Prevailing Wage Rate Table
   c. Worker's Compensation Affidavit
   d. General Conditions.
   e. Supplementary Conditions.
2. The following located in File *8833* at: *https://lfpubweb.cityofdenton.com/MaterialsManagement/Browse.aspx?id=19&dbid=0&repo=MaterialsManagement&cr=1*
   a. Specifications described in the Table of Contents of the Project's Contract Documents.
   b. Drawings.
   c. Addenda.
   d. Documentation submitted by Contractor prior to Notice of Award.
3. The following which shall be issued after the Effective Date and delivered to the City within ten (10) days of the Effective Date and before beginning Work:
   a. Payment Bond
   b. Performance Bond
   c. Maintenance Bond
   d. Power of Attorney for the Bonds
   e. Form 1295 – Certificate of Interested Parties (email to purchasing)
   f. Insurance Certificate

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4. Specifications specifically made a part of the Contract Documents by attachment or, if not attached, as incorporated by reference and described in the Table of Contents of the Project's Contract Documents.
5. The following which may be delivered or issued after the Effective Date of the Agreement and, if issued, become an incorporated part of the Contract Documents:
   a. Notice to Proceed.
   b. Field Orders.
   c. Change Orders.
   d. Letter of Final Acceptance.

Article 6. INDEMNIFICATION

6.1 CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY OR DEATH, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, RELATED TO OR IN CONNECTION WITH THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR ANY AND ALL COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

6.2 CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS FOR, LOSS OF, DAMAGE TO, OR DESTRUCTION OF, PROPERTY OF THE CITY OR OF A THIRD PARTY, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, RELATED TO OR IN CONNECTION WITH THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR ANY AND ALL COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

Article 7. MISCELLANEOUS

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7.1 Capitalized Terms.

Unless otherwise provided herein, capitalized terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

7.2 Assignment of Contract.

This Agreement, including all of the Contract Documents may not be assigned by the Contractor without the advance express written consent of the City.

7.3 Successors and Assigns.

City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Severability.

Any provision or part of the Contract Documents held to be unconstitutional, void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

7.5 Venue and Waiver of Sovereign Immunity.

This Agreement, including all of the Contract Documents is performable in the State of Texas. Venue shall be in the state district courts of Denton County, Texas. The City's sovereign immunity is waived only to the extent set forth and in accordance with the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code or as otherwise specifically waived by law. The City does not waive its sovereign immunity to suit in federal court.

7.6 Authority to Sign.

Contractor hereby certifies that the person signing the Agreement on its behalf is the duly authorized signatory of the Contractor.

7.7 Prohibition on Contracts with Companies Boycotting Israel.

Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the 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 contract, 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 contract.

7.8 Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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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.

7.9 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.

7.10 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.

7.11 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.

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7.12 Immigration Nationality Act.

Contractor shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violations of this provision by Contractor.

7.13 No Third-Party Beneficiaries.

This Agreement gives no rights or benefits to anyone other than the City and the Contractor and there are no third-party beneficiaries.

7.14 No Cause of Action Against Engineer.

Contractor, its subcontractors and equipment and materials suppliers on the Project or their sureties, shall maintain no direct action against the Engineer, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the City will be the beneficiary of any undertaking by the Engineer. The presence or duties of the Engineer's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible to Contractor or any other entity for those duties that belong to the City, and do not relieve Contractor or any other entity of its obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for performing, coordinating and completing all portions of the Work in accordance with the Contract Documents and any health or safety precautions required by such Work. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, City and Contractor have each executed this Agreement to be effective as of the date subscribed by the City's City Manager or his designee ("Effective Date").

CITY OF DENTON

BY: _____

TITLE: _____

DATE: _____

CONTRACTOR
BRCT LLC, DBA BLACK ROCK CONSTRUCTION

BY: Signed by: Donny Gamblin B26D9C2247E7495... _____
AUTHORIZED AGENT

Donny Gamblin
NAME

operations manager
TITLE

5127386700
PHONE NUMBER

donny@blackrockconstructiontx.com
EMAIL ADDRESS

2026-1451531
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

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

Signed by: Seth Garcia A13701E6BC954FC...
SIGNATURE

Seth Garcia
PRINTED NAME

Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

ATTEST:
INGRID REX, CITY SECRETARY

_____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by: Leah Bush 3A6254145BDA469...
_____

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SECTION 00 41 00
BID FORM

TO: City of Denton
c/o: Purchasing Division
901-B Texas Street
Denton, Texas 76209

FOR: *IFB 8833 – Baker Offsite Sewer*

1 Enter Into Agreement

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2 BIDDER Acknowledgements and Certification

2.1 In submitting this Bid, Bidder accepts all of the terms and conditions of the INVITATION TO BIDDERS and INSTRUCTIONS TO BIDDERS, including without limitation those dealing with the disposition of Bid Bond.

2.2 Bidder is aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within 14 days of notification of award.

2.3 Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2.4 Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

2.5 Bidder has not solicited or induced any individual or entity to refrain from bidding.

2.6 Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of City (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition.

c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish Bid prices at artificial, non-competitive levels.

d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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2.7 The Bidder acknowledges and agrees to comply with the requirements of City Ethics Ordinance No. 23-1165.

3 Time of Completion

3.1 The Work will be complete for Final Acceptance within *300* Working Days after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

3.2 Bidder accepts the provisions of the Agreement as to Liquidated Damages in the event of failure to obtain Milestones (if applicable) and Final Acceptance within the times specified in the Agreement.

4 Attached to this Bid

The following documents are attached to and made a part of this Bid:

a. Section 00 35 13 – Conflict of Interest Affidavit
b. Section 00 41 00 – This Bid Form
c. Section 00 42 43 – Unit Price Proposal Form – Electronic Copy (either included in the Bid, or submitted via Ion Wave)
d. Section 00 42 13 – Required Bid Bond, issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions
e. Section 00 43 36 – Proposed Subcontractors Form
f. Section 00 43 37 – Vendor Compliance to State Law Non-Resident Bidder
g. Section 00 45 13 – Bidders Minimum Qualification Statement
h. Section 00 45 26 – Contractor Compliance with Workers Compensation Law
i. Section 00 45 43 – Corporate Resolution of Authorized Signatories
j. Any additional documents that may be required by Section 00 21 13 – Instructions to Bidders

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5 Total Bid Amount

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following bid amount. In the space provided below, please enter the total bid amount for this project. Only this figure will be read publicly by the City at the bid opening.

5.2 It is understood and agreed by the Bidder in signing this proposal that the total bid amount entered below is subject to verification and/or modification by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

5.3 Evaluation of Alternate Bid Items

Total Bid Amount: $2,590,111.00

6 Bid Submittal

This Bid is submitted on APRIL 1ST, 2026 by the entity named below.

Respectfully submitted,

By: _____
(Signature)

DONNY GAMBLIN
(Printed Name)

Title: OPERATIONS MANAGER

Company: BLACKROCK CONSTRUCTION

Address: 2400 HWY 287 N SUITE 100
MANSFIELD,TEXAS 76063

State of Incorporation: TEXAS

Email: donny@blackrockconstructiontx.com

Phone: 512-738-6700

Receipt is acknowledged of the following Addenda:	Initial
Addenda No. 1: 3/10/26	DG
Addenda No. 2: 3/13/26	DG
Addenda No. 3: 3/20/26	DG
Addenda No. 4:	
Addenda No. 5:	

END OF SECTION

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SECTION 00 42 43 - UNIT PRICE BID FORM

To: City of Denton - Capital Projects
901-B Texas Street
Denton, TX 76209
Purchasing Dept.

From: BLACKROCK CONSTRUCTION
2400 HWY 287 N STE 100
MANSFIELD,TX 76063
DONNY GAMBLIN
512-738-6700
donny@blackrockconstructiontx.com

PROJ.: **Baker Offsite Sewer**

IFB: **8833**
ENG
PMO:

BIDDERS APPLICATION - UNIT PRICE BID ADDENDUM NO. 3

Item No.	Spec. Section No.	Description	UOM	BID QTY	Unit Price	Extended Price
1	00 61 13	PERFORMACE BOND	EA	1	$ 19,500.00	$ 19,500.00
2	00 61 14	PAYMENT BOND	EA	1	$ 19,500.00	$ 19,500.00
3	00 61 19	MAINTENANCE BOND	EA	1	$ 2,500.00	$ 2,500.00
4	01 11 00	SURVEY, PLATTING, ENGINEERING, PERMITTING & CPS	EA	1	$ 36,850.00	$ 36,850.00
6	01 45 23	TESTING (PRESSURE & T.V.)	LF	9,105	$ 2.80	$ 25,494.00
7	01 45 23	TESTING (GEOTECH)	LF	9,105	$ 4.00	$ 36,420.00
8	01 45 23	INSPECTION FEE	EA	1	$ 1.00	$ 1.00
10	01 57 13	SWPPP, INSPECTION, MAINTENANCE, & OTHER	LS	1	$ 3,125.00	$ 3,125.00
11	01 74 23	CLEANING AND GRUBBING	AC	9.4	$ 4,185.00	$ 39,339.00
12	02 41 13	FENCE REMOVAL AND REPLACEMENT IN KIND	LS	1	$ 70,800.00	$ 70,800.00
13	02 41 13	OPEN CUT AND REPLACE EXISTING GRAVEL DRIVE	SY	3,373	$ 19.00	$ 64,087.00
14	02 41 15	DEMOLISH EXISTING LIFT STATION	LS	2	$ 12,500.00	$ 25,000.00
15	02 41 15	REMOVAL OF EXISTING SANITARY SEWER FORCE MAIN (SAME TRENCH)	LF	1,019	$ 15.00	$ 15,285.00
17	31 23 16	TRENCH SAFETY	LF	9,105	$ 5.00	$ 45,525.00
18	31 25 14	EROSION CONTROL (SILT FENCE)	LF	11,700	$ 2.50	$ 29,250.00
19	31 25 14	CONSTRUCTION ENTRANCE	LS	1	$ 4,400.00	$ 4,400.00
20	31 37 00	12'' STONE RIPRAP, GROUTED (ASSUMES 1.5' OF DEPTH)	CY	180	$ 200.00	$ 36,000.00
21	33 05 07	30'' STEEL CASING BY OTHER THAN OPEN CUT (1/2'' THICK)	LF	263	$ 265.00	$ 69,695.00
22	33 05 07	36'' STEEL CASING BY OTHER THAN OPEN CUT (5/8'' THICK)	LF	106	$ 295.00	$ 31,270.00
23	33 05 10	SEWER LINE BORE	LF	369	$ 580.00	$ 214,020.00
24	33 05 61	4' DIAMETER CONCRETE MANHOLE (0' - 6') AND LINER	EA	2	$ 12,450.00	$ 24,900.00
25	33 05 61	5' DIAMETER CONCRETE MANHOLE (0' - 6') AND LINER	EA	17	$ 16,530.00	$ 281,010.00
26	33 05 61	5' DIAMETER CONCRETE MANHOLE AND LINER EXTRA DEPTH	VF	117	$ 615.00	$ 71,955.00
27	33 05 62	5' DIAMETER MONOLITHICALLY PRECAST FIBERGLASS MANHOLE (0' - 6')	EA	2	$ 13,500.00	$ 27,000.00
28	33 05 62	5' DIAMETER MONOLITHICALLY PRECAST FIBERGLASS MANHOLE EXTRA DEPTH	VF	17	$ 1,075.00	$ 18,275.00
29	33 05 62	5' DIAMETER MONOLITHICALLY PRECAST FIBERGLASS DROP MANHOLE PLACED ON EXISTING LINE (0' - 6')	EA	1	$ 40,460.00	$ 40,460.00
30	33 05 62	5' DIAMETER MONOLITHICALLY PRECAST FIBERGLASS DROP MANHOLE PLACED ON EXISTING LINE (0' - 6')	VF	19	$ 1,075.00	$ 20,425.00
31	33 14 13	8'' ATSM F679 PS-115 PVC SANTITARY SEWER PIPE	LF	420	$ 94.00	$ 39,480.00
32	33 14 13	18'' ATSM F679 PS-115 PVC SANTITARY SEWER PIPE	LF	4,274	$ 125.00	$ 534,250.00
33	33 14 13	21'' ATSM F679 PS-115 PVC SANTITARY SEWER PIPE	LF	4,831	$ 140.00	$ 676,340.00
34	33 14 13	18'' ASTM F679 PS-115 PVC SANITARY SEWER CARRIER PIPE	LF	263	$ 85.00	$ 22,355.00
35	33 14 13	21'' ASTM F679 PS-115 PVC SANITARY SEWER CARRIER PIPE	LF	106	$ 100.00	$ 10,600.00
36	33 32 11	BYPASS PUMPING ALLOWANCE (EX. SERVICE & MAINS)	LS	1	$ 35,000.00	$ 35,000.00

TOTAL PROJECT BID AMOUNT: $ 2,590,111.00

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SECTION 00 43 37

VENDOR COMPLIANCE TO STATE LAW NON- RESIDENT BIDDER

Texas Government Code Chapter 2252 was adopted for the award of contracts to nonresident bidders. This law provides that, in order to be awarded a contract as low bidder, nonresident bidders (out-of-state contractors whose corporate offices or principal place of business are outside the State of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the State which the nonresident's principal place of business is located.

The appropriate blanks in Section A must be filled out by all nonresident bidders in order for your bid to meet specifications. The failure of nonresident bidders to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

A. Nonresident bidders in the State of _____, our principal place of business, are required to be _____ percent lower than resident bidders by State Law. A copy of the statute is attached.

   Nonresident bidders in the State of _____, our principal place of business, are not required to underbid resident bidders.

B. The principal place of business of our company or our parent company or majority owner is in the State of Texas. ☑

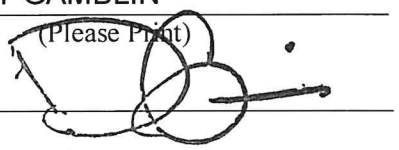
BIDDER:

BLACKROCK CONSTRUCTION
Company

2400 HWY 287 N SUITE 100
Address

MANSFIELD,TEXAS 76063
City/State/Zip

By: DONNY GAMBLIN
(Please Print)

Signature: 

Title: OPERATIONS MANAGER
(Please Print)

Date: 4/1/2026

END OF SECTION

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"General Decision Number: TX20260018 01/02/2026

Superseded General Decision Number: TX20250018

State: Texas

Construction Type: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling Where the Tunnel is 48"" or Less in Diameter)

Modification Number	Publication Date
0	01/02/2026

PLUM0100-002 11/01/2024

	Rates	Fringes
Plumbers and Pipefitters	$ 39.76	14.04

SUTX1991-004 09/23/1991

	Rates	Fringes
Laborers:		
Common	$ 7.25	
Utility	$ 7.467	
Pipelayer	$ 7.828	
Power equipment operators:		
Backhoe	$ 10.804	
Crane	$ 10.942	
Front End Loader	$ 9.163	
Tunneling Machine (48"" or less)	$ 9.163	
TRUCK DRIVER	$ 8.528	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

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violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

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Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

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The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio.

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A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
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Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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200 Constitution Avenue, N.W.
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END OF GENERAL DECISION
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"General Decision Number: TX20260294 01/02/2026

Superseded General Decision Number: TX20250294

State: Texas

Construction Type: Highway

Counties: Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SATX2025-007 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator	$ 24.40	0.00
Asphalt Paving Machine Operator	$ 22.52	0.00
Asphalt Raker	$ 19.87	0.00
Broom or Sweeper Operator	$ 18.01	0.00
Concrete Finisher, Paving and Structures	$ 22.48	0.00
Concrete Pavement Finishing Machine Operator	$ 24.07	0.00
Concrete Saw Operator	$ 20.34	0.00
Crane Operator, Hydraulic 80 tons or less	$ 31.32	0.00
Crane Operator, Lattice Boom 80 Tons or Less	$ 29.90	0.00
Crane Operator, Lattice Boom Over 80 Tons	$ 33.55	0.00
Crawler Tractor Operator	$ 24.06	0.00
Electrician	$ 36.10	0.00
Excavator Operator, 50,000 pounds or less	$ 25.08	0.00
Excavator Operator, Over 50,000 pounds	$ 25.34	0.00
Flagger	$ 14.80	0.00
Form Builder/Setter, Structures	$ 22.50	0.00
Form Setter, Paving & Curb	$ 20.89	0.00

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Foundation Drill Operator, Crawler Mounted	$ 29.25	0.00
Foundation Drill Operator, Truck Mounted	$ 29.86	0.00
Front End Loader Operator, 3 CY or Less	$ 20.93	0.00
Front End Loader Operator, Over 3 CY	$ 22.56	0.00
Laborer, Common	$ 18.01	0.00
Laborer, Utility	$ 19.32	0.00
Loader/Backhoe Operator	$ 23.22	0.00
Mechanic	$ 27.44	0.00
Milling Machine Operator	$ 20.94	0.00
Motor Grader Operator, Fine Grade	$ 27.09	0.00
Motor Grader Operator, Rough	$ 24.90	0.00
Off Road Hauler	$ 23.70	0.00
Pavement Marking Machine Operator	$ 22.35	0.00
Pipelayer	$ 22.46	0.00
Reclaimer/Pulverizer Operator	$ 22.17	0.00
Reinforcing Steel Worker	$ 23.50	0.00
Roller Operator, Asphalt	$ 20.35	0.00
Roller Operator, Other	$ 18.60	0.00
Scraper Operator	$ 21.54	0.00
Servicer	$ 24.86	0.00
Sign Erector	$ 18.01	0.00
Small Slipform Machine Operator	$ 25.09	0.00
Spreader Box Operator	$ 23.59	0.00
Telecommunication Technician	$ 23.14	0.00
Truck Driver Lowboy Float	$ 25.57	0.00
Truck Driver, Single Axle	$ 20.60	0.00
Truck Driver, Single or Tandem Axle Dump Truck	$ 22.64	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer	$ 23.22	0.00

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Truck Driver, Transit-Mix.....$ 21.97 0.00

Welder.....$ 23.72 0.00

Work Zone Barricade Servicer.....$ 18.01 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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==========

END OF GENERAL DECISION
"

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SECTION 00 45 26
CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW

Pursuant to Texas Labor Code Section 406.096(a), as amended, Contractor certifies that it provides worker's compensation insurance coverage for all of its employees employed on *Baker Offsite Sewer*. Contractor further certifies that, pursuant to Texas Labor Code, Section 406.096(b), as amended, it will provide to City its subcontractor's certificates of compliance with worker's compensation coverage.

CONTRACTOR:

BLACKROCK CONSTRUCTION
Company

By: DONNY GAMBLIN
(Please Print)

2400 HWY 287 N SUITE 100
Address

Signature: _____

MANSFIELD,TEXAS 76063
City/State/Zip

Title: OPERATIONS MANAGER
(Please Print)

THE STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared DONNY GAMBLIN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of BLACKROCK CONSTRUCTION for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1ST day of APRIL, 2026.

CARLOS JIMENEZ
Notary ID #134825643
My Commission Expires
March 26, 2028

_____
Notary Public in and for the State of Texas

END OF SECTION

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract or in other Contract Documents, the terms listed below have the meanings indicated which are applicable to both the singular and plural thereof, and words denoting gender shall include the masculine, feminine and neuter. When used in a context consistent with the definition of a listed-defined term, the term shall have a meaning as defined below whether capitalized or italicized or otherwise. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument titled "Agreement", "Agreement – CSP", or "Agreement – Unit Price Bid" executed by the City and Contractor for the Work, setting forth the name of the Project, Contract Price, Contract Time and the items included in the Contract.

3. *Application for Payment*—The form acceptable to City which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Award*—Authorization by the City Council for the City to enter into an Agreement.

6. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. The term "Bid" shall be defined to include the term "Proposal" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

7. *Bidder*—The individual or entity that submits a Bid directly to City. The term "Bidder" shall be defined to include the terms "Proposer" or "Offeror" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

8. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda). The term "Bidding Documents" shall be defined to include the terms "Proposal Documents" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

9. *Bidding Requirements*—The Advertisement or Invitation to Bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments. The term "Bidding Requirements" shall be defined to include the terms "Proposal Requirements" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid and will include the Request for Proposal or Invitation to Offerors, Instructions to Offerors, Offerors Bond or other Proposal security, if any, the Proposal Form, and the Proposal with any attachments.

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10. *Business Day*—A day that the City conducts normal business, generally Monday through Friday, except for federal or state holidays observed by the City.
11. *Calendar Day*—A day consisting of 24 hours measured from midnight to the next midnight.
12. *Change Order*—A document which is prepared by the Contractor or City, approved by the City, and signed by Contractor and City, authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.
13. *City*—The City of Denton is, a Texas home-rule municipal corporation acting by its City Council through its City Manager or his or her designee.
14. *City Attorney*—The officially appointed City Attorney of the City of Denton or his or her designee.
15. *City Council*—The duly elected and qualified governing body of the City of Denton.
16. *City Manager*—The officially appointed authorized City Manager of the City of Denton.
17. *Contract*—The entire and integrated set of written instruments between the City and Contractor concerning the Work comprised of the Agreement and all Contract Documents, which written instruments supersede all prior negotiations, representations, or agreements, whether written or oral, concerning the Work.
18. *Contract Claim*—A demand or assertion by City or Contractor seeking an adjustment of Contract Price or Contract Time, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Contract Claim.
19. *Contract Documents*—Those items so designated as "Contract Documents." in the Agreement at Paragraph 5.1.A. Approved Submittals, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
20. *Contract Price*—The moneys payable by City to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 12.03 in the case of Unit Price Work). The Contract Price does not include any "Incentive", if applicable.
21. *Contract Time*—The number of days or the dates stated in the Agreement to: (a) achieve Milestones, if any and (bb) complete the Work so that it is ready for Final Acceptance.
22. *Contractor*—The individual or entity with whom City has entered into the Agreement.
23. *Cost of the Work*—See Paragraph 12.01 of these General Conditions for definition.
24. *Damage Claims*—A demand for money or services arising from the Project or Site from a third party, City or Contractor exclusive of a Contract Claim.
25. *Day* or day—A day, unless otherwise defined, shall mean a Calendar Day.
26. *Drawings*—The part of the Contract Documents prepared or approved by an Engineer that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Submittals, as defined, are not considered Drawings as so defined here.

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27. *Effective Date of the Agreement*—The date, indicated in the Agreement, on which it becomes effective,, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the City.
28. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, text, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
29. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by the Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
30. *Engineer*—The licensed professional engineer or engineering firm registered in the State of Texas performing professional services for the City.
31. *Extra Work*—Additional work made necessary by City-approved changes or alterations to the Contract Documents. Extra Work shall be part of the Work.
32. *Field Order*—A written directive issued by City that requires changes in the Work but does not involve a change to the Contract Price, Contract Time, or Drawings, Plan, or Shop Drawings.
33. *Final Acceptance*—The written notice given by the City to the Contractor that the Work specified in the Contract Documents has been completed to the satisfaction of the City.
34. *Final Inspection*—The inspection performed by the City to determine whether the Contractor has completed each and every part or appurtenance of the Work fully, entirely, and in conformance with the Contract Documents.
35. *General Requirements*—Sections of The information set forth in "Division 101 – General Requirements" of the Standard Construction Specification Documents.
36. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, P C B s, Petroleum, Hazardous Waste, Radioactive Material, or any other substance, product, waste or materials, in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
37. *Hazardous Waste*—Any solid waste listed as hazardous or which possesses one or more hazardous characteristics as defined in applicable Laws and Regulations.
38. *Incidental or incidental*—Work items that the Contractor is not paid for directly, but costs for which are included under the various bid items of the Project.
39. *Laws and Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all

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governmental bodies, agencies, authorities, and courts having jurisdiction over the Site or any portion or part of the Work to be performed.

40. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
41. *Major Item*—An item of work included in the Contract Documents that has a total cost equal to or greater than 5% of the original Contract Price.
42. *Milestone*—A principal event specified in the Contract Documents relating to the performance of an identified portion of the Work by an intermediate Contract Time prior to Final Acceptance of the Work.
43. *Notice of Award*—The written notice by City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed in such notice, City will sign and deliver the Agreement.
44. *Notice to Proceed*—A written notice given by City to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work specified in Contract Documents.
45. *PCBs*—Polychlorinated biphenyls.
46. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), and including but not limited to oil, fuel oil, oil sludge, oil refuse, gasoline, diesel fuel, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
47. *Plans*—This term will have the same definition of as “Drawings”.
48. *Project* —The Work to be performed under the Contract.
49. *Project Manager*—The authorized representative of the City who will be assigned to the Project.
50. *Project Manual*—The documentary information prepared for bidding or proposing and furnishing the Work.
51. *Project Schedule*—A schedule, prepared and maintained by Contractor, in accordance with the General Requirements, describing the sequence and duration of the activities comprising Contractor’s plan to achieve each Milestone and accomplish the Work within the Contract Time.
52. *Public Meeting*—An announced meeting conducted by the City to facilitate public participation and to assist the public in gaining an informed view of the Project.
53. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
54. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements toto support scheduled performance of related construction activities.

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55. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

56. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

57. *Site*—Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way, permits, and easements for access thereto, and such other lands furnished by City which are designated for the use of Contractor.

58. *Specifications* or *Technical Specifications* —The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work. Specifications may be specifically made a part of the Contract Documents by attachment or, if not attached, may be incorporated by reference as indicated in the Table of Contents (Section 00 00 00) of the Project.

59. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

60. *Submittal*—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to the City to illustrate some portion of the Work.

61. *Subsidiary or subsidiary—These terms will have the same* definition as "Incidental. or incidental".

62. *Successful Bidder*—The Bidder to whom City issues a Notice of Award. The term "Bidder" shall be defined to include the terms "Proposer" or "Offeror" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid and is the Proposer or Offeror submitting the proposal or offer that provides the best value to the City and to whom the City issues a Notice of Award.

63. *Superintendent*—The representative of the Contractor who is available at all times and able to receive instructions from the City and to act for the Contractor.

64. *Supplementary Conditions*—The part of the Contract set forth at Division 00 73 00 that amends or supplements these General Conditions.

65. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

66. *Underground Facilities*—All underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid

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petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

67. *Unit Price Work*—Work for which the Contract Price is determined by multiplying the unit price for the item by the estimated quantity of the item.

68. *Weekend Working Hours*—Those hours between 8:00 a.m. and 8:30 p.m. on Saturday, and between 1:00 p.m. and 8:30 p.m. on Sunday or on a federal or state holiday observed by the City, as approved in advance by the City for performing Work.

69. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction including any Change Order or Field Order,, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

70. *Working Day*—Defined as a Business Day but excluding any days that weather or other conditions beyond the reasonable control of the Contractor prevents the performance of the principal unit of work underway for a continuous period of not less than 7 hours between 7:00 a.m. and 8:00 p.m.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:* The Contract includes the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of judgment by CityCity. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of City as to the Work. It is intended that such exercise of judgment, action, or determination will be to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise).

C. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents; or

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to City’s written notice of Final Acceptance.

D. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

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2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to execute, carry out, furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

E. Unless stated otherwise in the Contract, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. Performance and Payment Bonds: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City the performance bond , payment bond and maintenance bond that comply with the provisions of Chapter 2253 of the Texas Government Code. Work will not be allowed to begin until the performance and payment bonds have been provided by the Contractor to the City.

B. Evidence of Contractor's Insurance: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6. Work will not be allowed to begin until the evidence of insurance has been provided by the Contractor to the City.

2.02 *Copies of Documents*

A. City shall furnish to Contractor one (1) original executed copy and one (1) electronic copy of the Contract, and three (3) additional copies of the Drawings. Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 *Before Starting Construction*

Baseline starting Work, Contractor shall submit for review by City the following in accordance with the Contract Documents:

A. Baseline Schedules in accordance with General Requirements, Section 01 32 16.

B. Preliminary Schedule of Submittals.

C. Preliminary Schedule of Values: For lump sum contracts, a Schedule of Values for all of the Work that includes quantities and prices of items that when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

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2.04 *Preconstruction Meeting*

A. Before any Work at the Site is started, the Contractor shall attend a Preconstruction Meeting as specified in Section 01 31 19.

2.05 *Public Meeting*

A. Contractor may not mobilize any equipment, materials, or resources to the Site prior to Contractor attending the Public Meeting as scheduled by the City.

2.06 *Initial Acceptance of Schedules*

A. No progress payment shall be made to Contractor until acceptable Project Schedules are submitted to City in accordance with the Contract Documents.

2.07 *Electronic Submittals and Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the City and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then City and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to City.

C. City will issue clarifications and interpretations of the Contract Documents as provided herein.

D. The Specifications may vary in form, forma and style. Some Specification sections may be written in varying degrees of streamlined or declarative style, and some sections may be relatively narrative by comparison. Omission of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making Contract Claims or Damage Claims.

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E. The cross-referencing of Specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each Specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross-referencing provided and shall be responsible to coordinate the entire Work under the Contract Documents and provide a complete Project whether or not cross-referencing is provided in each section or whether the cross-referencing is complete or accurate.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of CityCity, Contractor, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to City or any of its officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements, and conditions. Contractor shall promptly report in writing to City any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from City before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to City in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.1717) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by City, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to City for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

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B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier; or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

2. In case of discrepancies, figured dimensions shall govern over scaled dimensions, Drawings shall govern over Specifications, and Supplementary Conditions shall govern over General Conditions and Specifications.

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor shall submit to the City in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. City will be the interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. City will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. City's written clarification, interpretation, or decision will be final and binding on Contractor, unless Contractor appeals by filing a Contract Claim.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of CityCity and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without City's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Time; Notice to Proceed*

A. The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Time commences to run. No Work may be done at the Site prior to the date on which the Contract Time commences to run.

4.03 *Delays in Contractor's Progress*

A. If Contractor is delayed, City shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project. The City shall be liable only to the extent allowed by the provisions of the Contract and as allowed by Subchapter I, Chapter 271 of the Texas Local Government Code.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Time for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. The Contractor shall receive no compensation for delays or hindrances to the Work, except when direct and unavoidable extra cost to the Contractor is caused by the failure of the City to provide information or material, if any, that the Contract specifies is to be furnished by the City.

D. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of City, Contractor, and those for whom they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Time. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Paragraph 4.03. D. The Contractor is responsible for the prompt submission of a request for an adjustment to the Contract Time under this Paragraph to the City. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Time under this Paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with City, as contemplated in Article 8); and

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4. Acts of war or terrorism.

E. Contractor's entitlement to an adjustment of Contract Time or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Time is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Time to which Contractor is otherwise entitled.

3. Adjustments of Contract Time or Contract Price are subject to the provisions of Article 11.

F. Each Contractor request or Change Order seeking an increase in Contract Time or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Time claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.08.

6. Contractor shall also furnish such additional supporting documentation as City may require including, where appropriate, a revised Project Schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

G. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from undisclosed Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.03.F and 4.03.G.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. City shall furnish the Site. City shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which

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Contractor must comply in performing the Work. City will be responsible for obtaining any necessary easements for permanent structures or permanent changes in existing facilities.

1. The City has obtained or anticipates acquisition of and/or access to right-of-way, and/or easements. Any outstanding right-of-way and/or easements are anticipated to be acquired in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding right-of-way, and/or easements.

2. Unless otherwise specified in the Contract Documents, the City has or anticipates moving and/or relocating utilities, and obstructions to the Site. Any outstanding movement or relocation of utilities or obstructions is anticipated in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding utilities or obstructions to be moved and/or relocated by others.

B. Upon reasonable written request of Contractor, City shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed.

C. Contractor shall provide for any additional lands and access thereto not included in the Site that may be required for construction facilities or storage of materials and equipment. The cost of such shall be part of the Contract Price.

5.02 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, worker car parking and the operations of workers to the Site, to adjacent areas that Contractor has arranged to use through construction easements or otherwise, and to other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with worker car parking, construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries, including death, and damage to or losses of property sustained by the owners or occupants of any such land or areas; provided that such damage, losses, injuries or deaths arose out of or result from the performance of the Work or arose out of or resulted from any other actions or conduct of the Contractor or those for whom Contractor is responsible.

2. At any time when, in the judgment of the City, the Contractor has obstructed, closed, or is carrying on operations in a portion of a street, right-of-way, or easement greater than is necessary for proper execution of the Work, the City may require the Contractor to reduce the area impacted to only that necessary for proper execution of the Work and/or to finish the section on which operations are in progress before work is commenced on any additional area of the Site.

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3. Construction equipment, spoil materials, supplies, forms, buildings, labs, or equipment and supply storage buildings, or any other item that may be transported by flood flows, shall not be stored within existing federal floodways during the course of the Work.

4. Should any Damage Claim be made by any such owner or occupant adversely impacted because of the performance of the Work, Contractor shall promptly attempt to resolve the Damage Claim.

5. ***PURSUANT TO PARAGRAPH 7.21, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY AND* ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES*, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH ADVERSELY IMPACTED OWNER OR OCCUPANT AGAINST CITY.***

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Site Maintenance Cleaning*: If 24 hours after written notice is given to the Contractor that the clean-up at the Site is insufficient or occurring in a manner unsatisfactory to the City, the Contractor fails to correct the unsatisfactory condition and/or procedures, the City may take such direct action as the City deems appropriate to correct the clean-up deficiencies cited to the Contractor in the written notice, and the costs of such direct corrective action, plus 25 % of such costs, shall be deducted from the monies due or to become due to the Contractor under the Contract.

D. *Final Site Cleaning*: Prior to Final Acceptance of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by City and any adjacent property owners, if applicable. At the completion of the Work, Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, surplus materials, waste materials, rubbish and other debris and shall restore to original condition or better all areas impacted or disturbed by the Work.

E. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports known to City of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. Those drawings known to City of existing physical conditions at or contiguous to the Site, including those drawings known to City depicting existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities.).

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A.

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Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as technical data.

C. *Reliance by Contractor on Technical Data:* Contractor is provided certain technical data identified in the Supplementary Conditions with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. Contractor may not make any Contract Claim against City, or any of theirits officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness or accuracy of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any "technical data" is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.17), notify City in writing about such condition.

B. Possible Price and Time Adjustments

1. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Time if:
    a. Contractor knew of the existence of such condition at the time Contractor made a final commitment to City with respect to Contract Price and Contract Time by the submission of a Bid or becoming bound under the Contract; or

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b. The existence of such condition reasonably could have been discovered or revealed as a result of the examination of the Contract Documents or the Site; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

C. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Shown or Indicated*: The information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site is based on information and data furnished to City or Engineer by the owners of such Underground Facilities, including City, or by others, unless it is otherwise expressly provided in the Supplementary Conditions::

1. City and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data;

b. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

c. coordination and adjustment of the Work with the owners (including City) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*:

1. If an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings or otherwise indicated in the Contract Documents, or was not shown or indicated on the Drawings or in the Contract Documents with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.17), identify the owner of such Underground Facility and give notice to that owner and to City. Contractor shall be responsible for the safety and protection of such discovered Underground Facility.

2. If City concludes that a change in the Contract Documents is required, a Change Order may be issued to reflect and document such consequences, subject to the provisions of Article 11.

3. Verification of existing utilities, structures, and service lines shall include notification of all utility companies a minimum of 48 hours in advance of construction including exploratory excavation if necessary.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to City relating to Hazardous Environmental Conditions that have been identified at the Site; or

2. drawings known to City relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Reliance by Contractor on Technical Data:* Contractor is provided certain technical data identified in the Supplementary Conditions with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. Contractor may not make any Contract Claim against City, or any of its officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness or accuracy of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

C. Contractor shall not be responsible for a Hazardous Environmental Condition uncovered or revealed at the Site if such Hazardous Environmental Condition was not shown or indicated in Drawings or Specifications or identified if the removal or remediation of such Hazardous Environmental Condition was not identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created by the actions of or with any materials brought to the Site by Contractor, Subcontractors, Suppliers or anyone else for whom Contractor is responsible and the costs associated with the same.

D. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.17); and (3) notify City (and promptly thereafter confirm such notice in writing). City may consider the necessity to retain a qualified expert to evaluate such condition or take corrective action, if any.

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E. Contractor shall not be required to resume Work in connection with a Hazardous Environmental Condition identified pursuant to Paragraph 5.06.D or in any affected area until after City has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed.

F. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then City may order the portion of the Work that is in the area affected by such condition to be deleted from the Work and the Contract Price. City may have such deleted portion of the Work performed by City's own forces or others.

G. ***TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH 5.06.CityG OBLIGATES CONTRACTOR TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.***

H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Texas to issue bonds or insurance policies for the limits and coverages required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

6.02 *Performance, Payment, and Maintenance Bonds*

A. Contractor shall furnish a performance bond and a payment bond, in accordance with the provisions of the Texas Government Code Chapter 2253 or successor statute and as required by the City, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. The performance and payment bonds must be provided by the Contractor to the City prior to the Contractor beginning any Work.

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B. Contractor shall furnish maintenance bonds in an amount equal to the Contract Price as security to protect the City against any defects in any portion of the Work described in the Contract Documents. Maintenance bonds shall remain in effect for two (2) years after the date of Final Acceptance by the City. The maintenance bond(s) shall be provided as directed by the City as part of the close-out of the Contract and shall be provided prior to the final payment being made.

C. All bonds shall be in the form prescribed by the Contract Documents, except as provided otherwise by Laws and Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, or its right to do business is terminated in the State of Texas, then Contractor shall promptly notify City in writing and shall, within 30 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, City may refuse to allow the Contractor to begin Work, exclude the Contractor from the Site and exercise City's termination rights under Article 15.

F. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.03 *Certificates of Insurance*

A. Contractor shall deliver to City, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance and endorsements (and other evidence of insurance requested by City or any other additional insured) establishing that Contractor has obtained and is maintaining the policies and coverages required by these General Conditions and the Supplementary Conditions prior to beginning any Work.

1. The certificate of insurance shall document the City, and all identified entities named in the Supplementary Conditions as "additional insureds" on all liability policies.

2. The Contractor's general liability insurance shall include a "per project" or "per location" endorsement, that shall be identified in the certificate of insurance provided to the City.

3. The certificate shall be signed by an agent authorized to bind coverage on behalf of the insured, be complete in its entirety, and show complete insurance carrier names as listed in the current A.M. Best Property & Casualty Guide.

4. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A-: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent

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financial strength and solvency to the satisfaction City. If the rating is below that required, written approval of City is required.

5. All applicable policies shall include a Waiver of Subrogation (Rights of Recovery) in favor of the City. In addition, the Contractor agrees to waive all rights of subrogation against the Engineer (if applicable), and each additional insured identified in the Supplementary Conditions

6. Failure of the City to demand such certificates or other evidence of full compliance with the insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such lines of insurance coverage or to provide such certificates or other evidence of full compliance with the insurance requirements.

7. If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.

8. Unless otherwise stated, all required insurance shall be written on the "occurrence basis". If If City agrees in writing that coverage is underwrittenmay be written on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the effective date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the Contract and for three (3) years following Final Acceptance or for the warranty period provided for under the Contract Documents or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence such insurance coverage.

9. Policies shall have no exclusions by endorsements that either nullify or amend the required lines of coverage, nor or decrease the limits of said coverage unless such endorsements are approved in writing by the City. In the event a Notice of an Award has been issued or the Agreement executed, and the policy exclusions are determined to be unacceptable or the City desires that the Contractor obtain additional insurance coverage the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.

10. For any proposed self-insured retention (SIR),) in excess of $25,000.00, affecting insurance coverage, Contractor must obtain the written approval of the City in regard to asset value and stockholders' equity. In lieu of traditional insurance, proposed alternative coverage maintained through insurance pools or, risk retention groups, or self-funding will also require the written approval of the City.

11. Any deductible in excess of $5,000.00, for any policy that does not provide coverage on a first-dollar basis must be acceptable to and approved in writing by the City.

12. City, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and limits when deemed necessary and prudent by the City based upon the scope of the Work, changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to the City. The City will provide prior notice of 90 days and the insurance adjustments shall be incorporated into the Work by Change Order.

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13. City shall be entitled, upon written request to Contractor and without expense to City, to receive copies of policies and endorsements thereto and. City may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions necessary to conform the policy and endorsements to the requirements of the Contract. Deletions, revisions, or modifications shall not be required where policy provisions are established by law or regulations binding upon either party or the underwriter on any such policies.

14. City shall not be responsible for the direct payment of insurance premium costs for Contractor's insurance.

6.04 *Contractor's Insurance*

A. *Workers Compensation and Employers' Liability*: Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of employees.

B. *Commercial General Liability*. Coverage shall include but not be limited to covering liability (bodily injury, including death, or property damage) arising from: premises/operations, independent contractors, products/completed operations, personal injury including death, liability under an insured contract, and explosion/collapse/underground (where those exposures exist). Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City. The Commercial General Liability policy shall have no exclusions by endorsements that would alter or nullify premises/operations, products/completed operations, contractual, personal injury, or advertising injury, that are normally contained with the policy, unless the City approves such exclusions in writing.

For construction projects that present a substantial completed operation exposure, the City may require the Contractor to maintain completed operations coverage for a minimum of no less than three (3) years following the completion of the project (if identified in the Supplementary Conditions)).

C. *Automobile Liability.* A commercial business auto policy shall provide coverage on "any auto", defined as autos owned, hired and non-owned and provide indemnity for claims for damages because of bodily injury or death of any person and/or property damage arising out of or related to the work, maintenance or use of any motor vehicle by the Contractor, any

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Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

D. *Railroad Protective Liability.* If any of the Work or any warranty work is within the limits of railroad right-of-way, the Contractor shall comply with the requirements identified in the Supplementary Conditions.

E. *Notification of Policy Cancellation:* Contractor shall immediately notify City upon cancellation or other loss of insurance coverage. Contractor shall stop Work until replacement insurance has been procured. There shall be no time credit for delays or days not worked pursuant to this section.

6.05 *Acceptance of Bonds and Insurance; Option to Replace*

A. If City has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the Contractor in accordance with Article 6 or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, the City shall so notify the Contractor in writing within 10 Business Days after receipt of the certificates (or other evidence requested). Contractor shall provide to the City such additional information in respect of insurance provided as the City may reasonably request. If Contractor does not purchase or maintain all of the bonds and insurance required by the Contract Documents, the City shall notify the Contractor in writing of such failure prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Such failure to provide bonds or insurance as required by the Contract Documents is a breach of the terms of the Contract and the City may terminate the Contractor in accordance with the provisions of the Contract Documents.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not City-delegated professional design services under this Contract, and neither City nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall identify and assign a competent superintendent, who is proficient in English, and who shall not be replaced without written

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notice to City of the name of the replacement superintendent. If at any time the superintendent is not satisfactory to the City, Contractor shall, if requested by City, replace the superintendent with another satisfactory to City.

C. Contractor shall notify the City 24 hours prior to moving areas during the sequence of construction.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to City for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours on Business Days. Contractor will not permit the performance of Work outside of regular working hours on Business Days without City's prior written consent (which will not be unreasonably withheld)). Contractor's written request (by letter or electronic communication) for City's written consent must be made as follows:

1. for Work beyond regular working hours on Business Days, request must be made by noon at least two (2) Business Days prior;

2. for Work during Weekend Working Hours, request must be made by noon of the preceding Wednesday; and

3. for Work on state or federal holidays observed by the City, request must be made sufficiently in advance of the holiday, to satisfy requirements for City Council approval.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, Contractor required testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of sufficient quality to complete the Work, and must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of City. If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment to be incorporated into the Work shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with

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instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

D. All items of standard equipment to be incorporated into the Work shall be the latest model at the time of bid, unless otherwise specified.

7.05 *Project Schedule*

A. Contractor shall adhere to the Project Schedule established in accordance with Paragraph 2.06 and the General Requirements as it may be adjusted from time to time as provided below.

1. Contractor shall submit to the City for acceptance (to the extent indicated in Paragraph 2.06 and the General Requirements) proposed adjustments in the Project Schedule that will not result in changing the Contract Time. Such adjustments must comply with any provisions of the General Requirements applicable thereto.

2. Contractor shall submit to City a monthly Project Schedule with a monthly progress payment request for the duration of the Contract in accordance with the Construction Progress Schedule, General Requirements 01 32 16.

3. Proposed adjustments in the Project Schedule that will change the Contract Time shall be submitted in accordance with the requirements of Article 11. Adjustments in Contract Time may only be made by a Change Order.

7.06 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that City permit the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If City in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by City as an "or equal" item. For the purposes of this Paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. the City determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to City.

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b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the City or increase in Contract Time; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *City's Evaluation and Determination*: City will be allowed a reasonable time to evaluate each "or-equal" request. City may require Contractor to furnish additional data about the proposed "or-equal" item. City will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until City's review is complete and City determines that the proposed item is an "or-equal." City." City will advise Contractor in writing of its determination.

D. *Effect of City's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The City's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If City determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that City consider the item a proposed substitution pursuant to Paragraph 7.07.

7.07 *Substitutions*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that City permit the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related Work at the Site.

1. Contractor shall submit sufficient information as provided below to allow City to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitution therefor. City will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by City will be as set forth in Paragraph 7.07.B, as supplemented by the Specifications, and as City may decide is appropriate under the circumstances.

3. Contractor shall make written application to City for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application shall comply with Section 01 25 00 and:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be substantially similar in substance to the item specified; and

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3) be well-suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will adversely impact Contractor's achievement of Final Acceptance on or before the Contract Time;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and Damage Claims of other contractors affected by any resulting change.

B. *City's Evaluation and Determination*: City will be allowed a reasonable time to evaluate each substitution request. City may require Contractor to furnish additional data about the proposed substitute item. City will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until City's review is complete and City determines that the proposed item is an acceptable substitution. City's approval determination will be evidenced by a Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Time. City will advise Contractor in writing of any denial determination.

C. *Special Guarantee*: City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitution. ***Contractor shall indemnify and hold harmless City and its officers, elected and appointed officials, employees, agents, consultants and subcontractors and anyone directly or indirectly employed by them from and against any and all claims, damages, losses and expenses (including attorney's fees) arising out of or relateds to the use of substituted materials or equipment.***

D. *Reimbursement of City's Cost*: City will record City's costs in evaluating a substitution proposed or submitted by Contractor. Whether or not City approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse City for evaluating each such proposed substitute. Contractor shall also reimburse City for the charges for making changes in the Contract Documents (or in the provisions of any other direct contract with City) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

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F. *City Substitution Reimbursement*: Cost savings attributable to acceptance of a substitution shall be paid to City by Contractor by an appropriate Change Order decreasing the Contract Price.

G. *Effect of City's Determination*: If City approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The City's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.07.D, by timely submittal of a Change Order.

7.08 *Concerning Subcontractors and Suppliers*

A. Contractor shall perform with its own organization, and with the assistance of workmen under its immediate superintendence, work of a minimum value as oulined in Section 00 43 38 - Proposed Subcontractors Form, unless otherwise approved by the City.

B. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom City may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection, except as provided in Paragraph 7.08.C. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to City to perform and complete the Work in accordance with the Contract.

C. The City may require the use of specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work , and will provide such requirements in the Supplementary Conditions.

D. Contractor shall provide to City as part of the Bid, the identity of all proposed Subcontractors and Suppliers. Such proposed Subcontractor or Supplier shall be deemed acceptable to City unless City raises a substantive, reasonable objection prior to execution of the Agreement.

E. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between City and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of City to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

F. No acceptance by City of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of City to the completion of the Work in accordance with the Contract Documents, Contract Price and Contract Time.

G. Contractor shall be solely responsible for scheduling and coordinating the tasks of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

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H. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of City. Contractor must comply with all applicable federal, state, and local laws, statutes, ordinances or regulations, including but not limited to immigration laws, workers compensation laws and wage laws, in the hiring of any Subcontractor or Supplier and shall ensure that each Subcontractor or Supplier has the same obligations.

I. Contractor shall restrict all Subcontractors and Suppliers from communicating with City, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.09 *Wage Rates*

A. *Duty to pay Prevailing Wage Rates*: The Contractor shall comply with all requirements of Chapter 2258, Texas Government Code (as amended), including the payment of not less than the rates determined by the City Council of the City of Denton to be the prevailing wage rates in accordance with Chapter 2258. The then current prevailing wage rates at the time of execution of the Agreement are included in these Contract Documents.

B. *Penalty for Violation*: A Contractor or any Subcontractor who does not pay the prevailing wage shall, upon demand made by the City, pay to the City $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the prevailing wage rates stipulated in these contract documents. This penalty shall be retained by the City to offset its administrative costs, pursuant to Texas Government Code Section 2258.023.

C. *Complaints of Violations and City Determination of Good Cause*: On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023, Texas Government Code, by a Contractor or Subcontractor, the City shall make an initial determination, before the 31st day after the date the City receives the information, as to whether good cause exists to believe that the violation occurred. The City shall notify in writing the Contractor or Subcontractor and any affected worker of its initial determination. Upon the City's determination that there is good cause to believe the Contractor or Subcontractor has violated Chapter 2258, the City shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage rates, such amounts being retained from successive progress payments pending a final determination of the violation.

D. *Arbitration Required if Violation Not Resolved*: An issue relating to an alleged violation of Section 2258.023, Texas Government Code, including a penalty owed to the City or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the Contractor or Subcontractor and any affected worker does not resolve the issue by agreement before the 15th day after the date the City makes its initial determination pursuant to Paragraph 7.09.C. If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required, a district court shall appoint an arbitrator on the petition of any of the persons. The City is not a party in the arbitration. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

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E. *Records to be Maintained*: The Contractor and each Subcontractor shall, for a period of three (3) years following the date of Final Acceptance, maintain records that show (i) the name and occupation of each worker employed by the Contractor in the construction of the Work provided for in this Contract; and (ii) the actual per diem wages paid to each worker. The records shall be available in Denton County, Texas at all reasonable hours for inspection by the City. The provisions of Paragraph 7.23, Right to Audit, shall pertain to this inspection.

F. *Progress Payments*: With each progress payment request or payroll period, whichever is less, the Contractor shall submit an affidavit stating that the Contractor has complied with the requirements of Chapter 2258, Texas Government Code.

G. *Posting of Wage Rates*: The Contractor shall post prevailing wage rates in a conspicuous place at the Site at all times.

H. *Subcontractor Compliance*: The Contractor shall include in its subcontracts and/or shall otherwise require all of its Subcontractors to comply with Paragraphs 7.09.A through 7.09.G.

7.10 *Patent Fees and Royalties*

A. Contractor shall pay all patent or license fees and royalties and pay all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any patent or license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents. Failure of the City to disclose such information does not relieve the Contractor from its obligations to pay said fees or, royalties or costs to others.

B. ***TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE.***

7.11 *Permits and Utilities*

A. *Contractor obtained permits and licenses.* Unless otherwise expressly provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. City shall provide reasonable assistance to Contractor, if necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work applicable at the time the Notice of Award is issued, except for permits provided by the City as specified in Paragraph 7.11.B. City shall pay the charges of utility service providers for connections for providing permanent service to the Work.

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B. *City obtained permits and licenses.* City will obtain and pay for those permits and licenses identified as City's responsibility in the Supplementary Conditions or Contract Documents. It will be the Contractor's responsibility to comply with and carry out the provisions of the permit. If the Contractor initiates changes to the Contract and the City approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agency. relating to the changes. The City will not reimburse the Contractor for any cost associated with the requirements of any City acquired permit. The following are permits the City will obtain if required:

1. Texas Department of Transportation Permits
2. U.S. Army Corps of Engineers Permits
3. Texas Commission on Environmental Quality Permits
4. Railroad Company Permits
5. Texas Department of Licensing and Regulation (TDLR) Permits

C. *Outstanding permits and licenses.* Any outstanding permits and licenses are anticipated to be acquired in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding permits and licenses.

7.12 *Taxes*

A. On issuance of a Notice of Award by the City, an organization which qualifying for exemption pursuant to Texas Tax Code, Subchapter H (as amended), the Contractor may purchase, rent or lease all materials, supplies and equipment used or consumed in the performance of this contract by issuing to hisits Supplier an exemption certificate in lieu of the tax, said exemption certificate to comply with State Comptroller's Rulings applicable to Texas Tax Code, Subchapter H. Any such exemption certificate issued to the Contractor in lieu of the tax shall be subject to and shall comply with all applicable rulings pertaining to the Texas Tax Code, Subchapter H.

B. Texas tax permits and information may be obtained from:

1. Comptroller of Public Accounts
   Sales Tax Division
   Capitol Station
   Austin, TX 78711; or
2. http://www.window.state.tx.us/taxinfo/taxforms/93-forms.html

7.13 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, City shall not be responsible for monitoring Contractor's compliance with any Laws and Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws and Regulations, Contractor shall be liable for all resulting claims, costs losses, and damages, and shall indemnify and hold harmless City, and its officers, elected

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and appointed officials, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

C. Changes in Laws and Regulations not known at the time of the City's issuance of a Notice of Award having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Time.

7.14 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. Contractor shall include accurate locations for buried and imbedded items. These record documents, together with all approved Samples, will be available to City for reference. Upon completion of the Work, Contractor shall deliver these record documents to City prior to Final Inspection.

7.15 *Safety and Protection*

A. As between City and Contractor, Contractor shall be responsible for the safety of persons and property in the performance of the Work, for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs. Contractor shall inform the City in writing of Contractor's designated safety representative at the Site.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.1515.C.2 or 7.1515.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be the responsibility of and remedied by Contractor at its expense.

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss;

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and shall implement, erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify City; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of City's safety programs, if any.

H. Contractor shall inform City in advance in writing of the specific requirements of Contractor's safety program with which City's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed and City has issued a Letter of Final Acceptance.

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.16 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws and Regulations.

7.17 *Emergencies and/or Rectification*

A. In the event of threatened or actual emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to immediately act to prevent damage, injury, or loss. Contractor shall give City prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of Contractor's response to an emergency. If City determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Change Order may be issued.

B. Should the Contractor fail to respond to a request from the City to rectify any discrepancies, omissions, or correction necessary to conform with the requirements of the Contract Documents, the City shall give the Contractor written notice that such work or changes are to be performed. The written notice shall direct attention to the discrepant condition and request the Contractor to take remedial action to correct the condition. In the event the Contractor does not take proper action within 24 hours to fulfill this written request or fails to show just cause for not taking the proper action, within 24 hours, the City may take such remedial action with City resources or by contract. The City shall deduct an amount equal to the entire cost for such remedial action, plus 25% from any funds due or to become due the Contractor on the Project.

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7.18 *Submittals*

A. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit required Submittals to City for review and acceptance in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.03).

1. Contractor shall submit the Submittals in accordance with Section 01 33 00 of the General Requirements.

2. Data shown on the Submittals must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to demonstrate to City the services, materials, and equipment Contractor proposes to provide, and to enable City to review the information for the limited purposes required by Paragraph 7.18.C.

3. Submittals reviewed and accepted by City for conformance with the design concept shall be executed in conformity with the Contract Documents unless otherwise required by City.

4. When Submittals are submitted for the purpose of showing the installation in greater detail, their review shall not excuse Contractor from requirements shown on the Drawings and Specifications.

5. For-Information-Only submittals upon which the City is not expected to conduct a review or take responsive action may be so identified in the Contract Documents.

6. Contractor shall submit the required number of Samples specified in the Specifications.

7. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which it is intended and other data as City may require to enable City to review the Submittal for the limited purposes set forth in Paragraph 7.18.C.

B. Where a Submittal is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to City's review and acceptance of the pertinent submittal will be at the sole risk, expense and responsibility of Contractor.

C. City's Review

1. City will provide timely review of Submittals in accordance with the accepted Schedule of Submittals. City's review and acceptance will be to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. City's review and acceptance will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents), or to safety precautions or programs incident thereto.

3. City's review and acceptance of a separate item as such will not indicate approval of the assembly in which the item functions.

4. City's review and acceptance of a Submittal will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Section 01 33 00 of the General

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Requirements, and City has given written acceptance of each such variation by specific written notation thereof incorporated in or accompanying the Submittal.

5. City's review and acceptance of a Submittal will not relieve Contractor from responsibility for complying with the requirements of the Contract Documents.

6. City's review and acceptance of a Submittal, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Time or Contract Price, unless such changes are included in a Change Order.

7. Neither City's receipt, review, or acceptance of a Submittal will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in accepted Submittals, subject to the provisions of Section 01 33 00 of the General Requirements.

7.19 *Continuing the Work*

A. Except as otherwise provided, Contractor shall carry on the Work and adhere to the Project Schedule during all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as City and Contractor may otherwise agree in writing.

7.20 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. City and its officers, elected and appointed officials, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Contractor's warranty and guarantee under this Paragraph 7.20:

1. Observations by Engineer or City;

2. Recommendation by Engineer or payment by City of any progress or final payment;

3. The issuance of a letter or certificate of Final Acceptance by City or any payment related thereto by City;

4. Use or occupancy of the Work or any part thereof by City;

5. Any review and acceptance of a Submittal by City;

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6. Any inspection, test, or acceptance by others; or

7. Any correction of defective Work by City.

D. The Contractor shall remedy any defects or damages in the Work and pay for any damage to other work or property resulting therefrom which shall appear within a period of two (2) years from the date of Final Acceptance of the Work unless a longer period is specified. Contractor shall furnish a good and sufficient maintenance bond, complying with the requirements of Paragraph 6.02.B. The City will give notice of observed defects with reasonable promptness.

7.21 *Indemnification*

A. **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, ARISING OUT OF OR RELATED TO, OR ALLEGED TO ARISE OUT OF OR BE RELATED TO, THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THESE CONTRACT DOCUMENTS. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY, OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.**

B. **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM FROM AND AGAINST ANY AND ALL LOSS, DAMAGE OR DESTRUCTION OF PROPERTY OF THE CITY, ARISING OUT OF OR RELATED TO, OR ALLEGED TO ARISE OUT OF OR BE RELATED TO, THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM.**

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7.22 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, City will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Submittal related to the requirements indicated in Paragraph 7.22.B is prepared by Contractor, a Subcontractor, or others for submittal to City, then such Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to City.

D. City shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under the conditions indicated in Paragraph 7.22.B, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.22, City's review, acceptance, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to the conditions indicated in Paragraph 7.22.B, will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.22;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

7.23 *Right to Audit*

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract during the term of the Contract and for 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 made available, in Denton County, Texas within ten (10) Business Days of City's 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 the Contract, and to allow the City similar access to those documents. All books and records will be made available within Denton County, Texas. Except as otherwise provided herein, the cost of the audit will be borne by the City

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unless the audit reveals an overpayment of 1% or greater. If the City is undertaking an audit or inspection pursuant to Paragraph 7.09 or if an overpayment of 1% or greater occurs, the City's reasonable cost of the audit, including any travel costs, must be paid by the Contractor within five (5) Business Days of receipt of City's invoice for such costs.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City'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.

7.24 *Nondiscrimination*

A. The City is responsible for operating Public Transportation Programs and implementing transit-related projects, funded in part with Federal financial assistance awarded by the U.S. Department of Transportation and the Federal Transit Administration (FTA), without discriminating against any person in the United States on the basis of race, color, or national origin.

B. Contractor shall comply with the requirements of *Title VI, Civil Rights Act of 1964 as amended* and the regulations promulgated thereunder, as may be further defined in the Supplementary Conditions, for any project receiving Federal assistance.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the City may perform other work at or adjacent to the Site. Such other work may be performed by City's employees, or through contracts between the City and third parties. City may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If City performs other work at or adjacent to the Site with City's employees, or through contracts for such other work, then City shall give Contractor written notice thereof prior to starting any such other work, if such other work is not noted in the Contract Documents.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and City, if City is performing other work with City's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of City and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to City in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with

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Contractor's Work except for latent defects and deficiencies in such other work that could not have been discovered through a proper inspection.

F. The provisions of this Article 8 are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with City, or that is performed without having been arranged by City. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.03.D.3.

8.02 *Coordination*

A. If City intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with City's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, City shall have authority for such coordination.

8.03 *Legal Relationships*

A. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of City, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. When City is performing other work at or adjacent to the Site with City's employees, Contractor shall be liable to City for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by City as a result of Contractor's failure to take reasonable and customary measures with respect to City's other work.

B. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any Damage Claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, City, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend and hold harmless City and Engineer, and the officers, elected and appointed officials, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

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ARTICLE 9 – CITY'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in the Supplementary Conditions, City shall issue all communications to Contractor.

9.02 *Furnish Data*

A. City shall promptly furnish the data required of City under the Contract Documents.

9.03 *Pay When Due*

A. City shall make payments to Contractor when they are due in accordance with and subject to the provisions of Article 14.

9.04 *Lands and Easements; Reports, Tests, and Drawings*

A. City's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Article 5 refers to City's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by City in preparing the Contract Documents.

9.05 *Change Orders*

A. City's responsibilities with respect to Change Orders are set forth in Article 11.

9.06 *Inspections, Tests, and Approvals*

A. City's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.02.DD.

9.07 *Limitations on City's Responsibilities*

A. The City shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. City will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.08 *Undisclosed Hazardous Environmental Condition*

A. City's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.09 *Compliance with Safety Program*

A. While at the Site, City's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which City has been informed in advance in writing pursuant to Paragraph 7.15.

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ARTICLE 10 – CITY'S OBSERVATION DURING CONSTRUCTION

10.01 *City's Project Manager or Duly Authorized Representative*

A. City will provide a Project Manager or duly authorized representative during the construction period. The duties and responsibilities and the limitations of authority of City's Project Manager or duly appointed representative during construction are set forth in the Contract Documents.

B. City's Project Manager for these Contract Documents is as set forth in the Supplementary Conditions. City will establish a duly authorized representative at the Preconstruction Meeting in accordance with Section 01 31 19 of the General Requirements.

10.02 *Visits to Site*

A. City will make visits to the Site at intervals appropriate to the various stages of construction as City deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, City will determine, in general, if the Work is proceeding in accordance with the Contract Documents. City will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. City's efforts will be directed toward providing City a greater degree of confidence that the completed Work will conform generally to the Contract Documents.

B. City's visits and observations are subject to all the limitations on City's responsibility set forth in Paragraph 9.07. Particularly, but without limitation, during or as a result of City's visits or observations of Contractor's Work, City will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Determinations for Work Performed*

A. As applicable, Contractor will determine the actual quantities and classifications of Work performed.. City's Project Manager or duly authorized representative will review with Contractor the preliminary determinations on such matters before rendering a written recommendation. City's written decision will be final (except as modified to reflect changed factual conditions or more accurate data).

10.04 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. City will be the interpreter of the requirements of the Contract Documents and judge the acceptability of the Work thereunder.

B. City will render a written decision on any issue referred.

C. City's written decision on the issue referred will be final and binding on the Contractor, subject to the provisions of Paragraph 11.07.

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ARTICLE 11 – CHANGES ININ THE WORK; CLAIMS; EXTRA WORK

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended toto provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof, including in the Contract Price or Contract Time, but such amendment will be made by Change Order only.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work not involving a change in Contract Price or Contract Time, may be authorized, by one of the following ways:

1. A Field Order; or
2. City's review of a Submittal (subject to the provisions of Paragraph 7.18.C); or
3. City's written interpretation or clarification.

11.02 *Execution of Change Orders*

A. City and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Time which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed..
2. Changes in the Work which are: (a) ordered by City pursuant to Paragraph 11.04, (b) required because of City's acceptance of defective Work under Paragraph 13.05 or City's correction of defective Work under Paragraph 13.08, or (c) as otherwise agreed to by the parties.

11.03 *Field Orders*

A. City may authorize minor variations and deviations in changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on both the City and Contractor, which shall perform the Work involved promptly.

11.04 *Authorized Changes in the Work – Extra Work*

A. Without invalidating the Contract and without notice to any surety, City may, at any time or from time to time, order Extra Work. Upon notice of such Extra Work, Contractor shall proceed with the Work involved only upon receiving written notice from City. Extra Work will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Extra Work shall be memorialized by a Change Order which may or may not precede an order of Extra Work.

B. For minor changes of Work not requiring changes to Contract Time or Contract Price, a Field Order may be issued by City.

11.05 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract

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Documents, as amended, modified, or supplemented as allowed herein, except in certain cases of an emergency as provided in Paragraph 7.17.A.

11.06 *Dispute of Extra Work*

A. Should a difference arise as to what does or does not constitute Extra Work, or as to the payment for such Extra Work, and the City requires its performance, the Contractor shall proceed with the Extra Work after making written request for a Change Order and shall keep accurate account of the actual reasonable cost thereof. Contract Claims regarding Extra Work shall be made pursuant to Paragraph 11.07.

B. The Contractor shall furnish the City such records of all deviations from the original Contract Documents as may be necessary to enable the City to prepare for permanent record a corrected set of plans showing the actual work performed.

C. The compensation agreed upon for Extra Work whether or not initiated by a Change Order shall be the full, complete and final payment for all charges, fees and costs Contractor incurs as a result of or relating to the Extra Work, whether said charges, fees or costs are known, unknown, foreseen or unforeseen at that time, including without limitation, any charges, fees or costs for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of the Extra Work.

11.07 *Contract Claims Process*

A. *City's Decision Required*: All Contract Claims, except those waived pursuant to Paragraph 14.08, shall be referred to the City for decision. A decision by City shall be required as a condition precedent to any exercise by Contractor of any rights or remedies he may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Contract Claims.

B. *Notice*:

1. Written notice stating the general nature of each Contract Claim shall be delivered by the Contractor to City no later than 15 days after the start of the event giving rise thereto. The responsibility to substantiate a Contract Claim shall rest with the party making the Contract Claim.

2. Notice of the amount or extent of the Contract Claim, with supporting data shall be delivered to the City no later than 45 days after the start of the event giving rise thereto (unless the City notifies Contractor in writing that City will allow additional time for Contractor to submit additional or more accurate data in support of such Contract Claim).

3. A Contract Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 11.08.

4. A Contract Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 11.09.

5. Each Contract Claim shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of said event.

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6. The City shall submit any response to the Contractor within 30 days after receipt of the Contractor's last submittal (unless in connection with the Contract Claim (unless Contractor allows the City additional time to submit a response).

C. *City's Action*: City will review each Contract Claim and, within 30 days after receipt of the last submittal of the Contractor unless action by City's Council is required, take one of the following actions in writing:

1. deny the Contract Claim in whole or in part;

2. approve the Contract Claim; or

3. notify the Contractor that the City is unable to resolve the Contract Claim if, in the City's sole discretion, it would be inappropriate for the City to do so. For purposes of further resolution of the Contract Claim, such notice shall be deemed a denial.

D. City's written action under this Paragraph 11.07 will be final and binding, unless City or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

E. No Contract Claim for an adjustment in Contract Price or Contract Time will be valid if not submitted in accordance with this Paragraph 11.07.

F. If the City fails to take any action pursuant to this Paragraph 11.07, the Contract Claim is considered to have been denied by the City.

11.08 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order.

B. TheThe value of any Work covered by a Change Order will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 12.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum or unit price (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.08.C.2), and shall include the cost of any secondary impacts that are foreseeable at the time of pricing the cost of Extra Work; or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum or unit price, then on the basis of the Cost of the Work (determined as provided in Paragraph 12.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.08.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

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a. For costs incurred under Paragraphs 12.01.B.1, 12.01.B.2, and 12.01.B.3, the Contractor's fee will be 15 percent except for:

1) rental fees for Contractor's own equipment; and

2) bonds and insurance;

b. For costs incurred under Paragraph 12.01.B.4, the Contractor's fee will be 5 percent;

1) Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.08.C.2.a and 11.08.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 12.01.B.1, 12.01.B.2, and 12.01.B.3 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, in no case shall the cumulative total of fees paid be in excess of 25% of the Cost of the Work;

c. No fee will be payable on the basis of costs itemized under Paragraphs 12.01.B.5, 12.01.B.6, and 12.01.C;

d. The amount of credit to be allowed by Contractor to City for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

11.09 *Change of Contract Time*

A. The Contract Time may only be changed by a Change Order.

B. No extension of the Contract Time will be allowed under a Change Order for Extra Work or for claimed delay unless the Extra Work contemplated or claimed delay is shown to be on the critical path of the Project Schedule or Contractor can show by critical path method analysis how the Extra Work or claimed delay adversely affects the critical path.

C. Delay, disruption, and interference in the Work, and any related changes in Contract Time, are addressed in and governed by Paragraph 4.03.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted by the Contractor to reflect the effect of any such change.

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ARTICLE 12 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK; PLANS QUANTITY MEASUREMENT

12.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term "Cost of the Work" means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 12.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: The term, "Cost of the Work" means the sum of all costs, except those excluded in Paragraph 12.01.C, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work is covered by a Change Order, the costs reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work. Such costs shall be in amounts no higher than those calculated based on the prevailing wage rates contained in the Contract Documents, shall not include any of the costs itemized in Paragraph 12.01.C, and may include as applicable, but not be limited to the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Such employees shall include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs shall include, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours on Business Days, during Weekend Working Hours, or on a state or federal holiday observed by the City, shall be included in the above to the extent authorized by City.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith.

3. Rentals of all construction equipment and machinery and the parts thereof, whether rented from Contractor or others, in accordance with rental agreements approved in writing by City, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. and the Contract Documents. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

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4. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to City . Contractor shall deliver such bids to City, which will then determine, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 12.01 and Paragraph 11.08.C.

5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work and specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1 or otherwise specifically included in the Contract.

6. Supplemental costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, and temporary office or facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations, excluding those taxes for which an exemption is available as described in Paragraph 7.12.

    d. Deposits lost for causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    e. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work, provided such losses and damages have resulted from causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of CityCity. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

    f. The cost of utilities, fuel, and sanitary facilities at the Site.

    g. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

    h. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

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1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1 or otherwise specifically covered in the Contract. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the acts, omissions, negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Agreement will be determined as set forth in the Contract.
    b. for any Work covered by a Change Order for an adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as set forth in Paragraph 11.08.C.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order for an adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.08.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 12, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices, and submit in a form acceptable to City an itemized cost breakdown together with supporting data. Subject to prior written notice, City will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by City. Contractor will be responsible for ensuring that pertinent Subcontractors will afford such access to City, and preserve such documents, to the same extent as is required of Contractor.

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12.02 *Allowances*

A. *Specified Allowance*: It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to City.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances, have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of City.

D. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

12.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by City subject to the provisions of Paragraph 10.03.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. Work described in the Contract Documents, or reasonably inferred as required for a functionally complete installation, but not identified in the listing of unit price items shall be considered incidental to Unit Price Work listed and the cost of incidental work included as part of the unit price.

D. Adjustments in Contract Price

1. City may make an adjustment in the Contract Price in accordance with Paragraph 11.08 if:

a. the quantity of the item of Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. there is no corresponding adjustment with respect to any other item of Work.

2. Adjusted unit prices will apply to all units of that item.

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E. Increased or Decreased Quantities: The City reserves the right to order Extra Work in accordance with Paragraph 11.04.

1. If the changes in quantities or the alterations do not significantly change the character of the Work under the Contract Documents, the altered Work will be paid for at the Contract unit price.

2. If the changes in quantities or alterations materially and significantly change the character of the Work, the Contract will be amended by a Change Order.

3. If no unit prices exist, thisany increase or decrease in quantities will be considered Extra Work and the Contract will be amended by a Change Order in accordance with Article 11.

4. A significant change in the character of Work occurs when:

a. the character of work for any Item as altered differs materially or significantly in kind or nature from that in the Contract; or

b. a Major Item of work varies by more than 25% from the original Contract quantity.

5. When the quantity of work to be done under any Major Item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

6. When the quantity of work to be done under any Major Item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

12.04 *Plans Quantity Measurement for Unclassified Excavation or Embankment*

A. Plans quantities may or may not represent the exact quantity of Work performed or material moved, handled, or placed during the term of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised in accordance with the Contract.

B. If the total actual quantity measured for an individual item varies by more than 25% (or as stipulated under "Price and Payment Procedures" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract Documents, an adjustment may be made to the quantity of authorized Work done for payment purposes. The party to the Contract requesting the adjustment will provide field measurements and calculations showing the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in Article 11.

C. When quantities are revised by a change in design approved by the City, by Change Order, or to correct an error, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount identified in the approved change, and the 25% variance provisions of Paragraph 12.04.B will apply to the new plans quantity.

D. If the total Contract quantity multiplied by the unit price bid for an individual Item is less than $250 and the Item is not originally a plans quantity Item, then the Item may be paid as a plans quantity Item if the City and Contractor agree in writing to fix the final quantity as a plans quantity.

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E. For callout work or non-site specific Contracts, the plans quantity measurement requirements are not applicable.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Access to Work*

A. City and its Engineer, consultants, representatives, employees, and independent testing laboratories, and authorities having jurisdiction shall have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

13.02 *Tests and Inspections*

A. Contractor shall give City timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. If the Contract Documents or any Laws and Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish City the required certificates of inspection, testing or approval, except that those fees specifically identified in the Supplementary Conditions or any Texas Department of Licensure and Regulation (TDLR) inspections, which shall will be paid as described in the Supplementary Conditions.

C. Contractor shall be responsible for arranging, obtaining, and paying for all inspections, tests, re-tests, and approvals required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to City;
2. to attain City's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City.

D. City may arrange for the services of an independent testing laboratory ("Testing Lab") to perform any inspections or tests ("Testing") for any part of the Work, as determined solely by City.

1. City will coordinate such Testing to the extent possible, with Contractor;

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2. Should any Testing under this Section 13.03.D result in a "fail", "did not pass" or other similar negative result, the Contractor shall be responsible for paying for any and all retests. Contractor's cancellation without cause of City initiated Testing shall be deemed a negative result and require a retest.

3. Any amounts owed for any retest under this Section 13.02.D shall be paid directly to the Testing Lab by Contractor. City will forward all invoices for retests to Contractor.

4. If Contractor fails to pay the Testing Lab, City will not issue Final Payment until the Testing Lab is paid.

E. If the Contract Documents require the Work (or part thereof) to be approved by City or another designated individual or entity, then Contractor shall assume full responsibility for seeking and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without the written approval of City, Contractor shall, if requested by City, uncover such Work for observation. Such uncovering and the recovering of such Work will be at Contractor's expense.

13.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *City's Authority*: City has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Written notice of all defective Work of which City has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if City has rejected the defective Work, shall remove the defective Work from the Project and replace it with Work that is not defective. Failure to require the removal of any defective Work shall not constitute acceptance of such Work.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair City's warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Contractor or City by governmental authorities because the Work is defective, and the costs of repair, replacement or reconstruction of work of others resulting from defective Work.

13.04 *Rejecting Defective Work*

A. City will have authority to reject Work which City believes to be defective or will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. City will have authority to conduct special inspection or testing

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of the Work as provided in this Article 13, whether or not the Work is fabricated, installed, or completed.

13.05 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such defective Work, and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to Final Acceptance, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of the Work so accepted.

13.06 *Uncovering Work*

A. City has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the Contract Documents or specific instructions of City and if requested by City, Contractor shall uncover such Work for City's observation, inspection or testing and then replace the covering, all at Contractor's expense.

C. If City considers it necessary or advisable that covered Work be observed by City or inspected or tested by others, then Contractor, at City's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as City may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others). City shall be entitled to accept defective Work in accordance with Paragraph 13.05 and in such case Contractor shall still be responsible for all costs associated with exposing, observing, and testing defective Work.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an extension of the Contract Time to the extent directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

13.07 *City May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or Contractor fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been corrected or eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or any employee or agent of, any of them.

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13.08 *City May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from City to correct defective Work, or to remove and replace defective Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then City may, after providing 7 days' advance written notice to Contractor, correct or remedy any such deficiency.

B. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow CityCity, City's representatives, agents and employees, and City's other contractors access to the Site to enable City to exercise the rights and remedies under this Paragraph 13.08.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court, or arbitration or other dispute resolution costs) incurred or sustained by City in exercising the rights and remedies under this Paragraph 13.08 will be the responsibility of and will be charged against Contractor. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Time because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this Paragraph 13.08.

ARTICLE 14 – PAYMENTS TO CONTRACTOR; COMPLETION; CORRECTION PERIOD

14.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Paragraph 2.03 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to City. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 12.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments

1. Contractor is responsible for providing all information as required to become a vendor of the City.

2. At least 20 days before the date established in the General Requirements for each progress payment (but not more often than once a month), Contractor shall submit to City for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

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3. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) bill of sale, invoice, or purchase order payments, copies of cancelled checks or other documentation establishing full payment by Contractor for the materials and equipment; (b) at City's request, documentation warranting that City has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, or other arrangements to protect City's interest therein, all of which must be satisfactory to City.
4. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received on account of the Work by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
5. The amount of retainage with respect to progress payments will be as stipulated in the Contract Documents.

C. Review of Applications

1. City will, after receipt of each Application for Payment, either indicate in writing it will proceed to process the Application for Payment or return the Application to Contractor indicating reasons for refusing payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. City's processing of any payment requested in an Application for Payment will be based on City's observations of the executed Work, and on City's review of the Application for Payment and the accompanying data and schedules, that based City's actual knowledge:
    a. the Work has progressed to the point indicated; and
    b. the quality and/or quantity of the Work is generally in accordance with the Contract Documents (subject to any subsequent evaluations of the Work, an evaluation of the Work as a functioning whole prior to or upon Final Acceptance, the results of any subsequent tests or inspections called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraphs 10.05 and 12.03, and any other qualifications stated).
3. Processing any such payment will not thereby be deemed to have represented that:
    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or
    b. there are no other matters or issues between the parties that might entitle Contractor to be paid additionally by City or entitle City to withhold payment to Contractor; or
    c. Contractor hashas complied with Laws and Regulations applicable to Contractor's performance of the Work.
4. City may refuse to process or pay the whole or any part of any payment because of subsequently discovered evidence or the results of subsequent inspections or tests, and

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may revise or revoke any such payment previously made, to such extent as may be necessary to protect City from loss because:

a. the Work is defective, or the completed Work has been damaged by the Contractor or his subcontractors, requiring correction or replacement;

b. there are discrepancies in quantities contained in previous applications for payment;

c. the Contract Price has been reduced by Change Orders;

d. City has been required to correct defective Work in accordance with Paragraph 1313.08, or has accepted defective Work pursuant to Paragraph 13.05;

e. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

f. City has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Retainage:

1. For all contracts, retainage shall be five percent (5%).

E. *Liquidated Damages*: For each calendar day that any work shall remain uncompleted after the time specified in the Contract Documents, the sum per day specified in the Agreement will be paid by the Contractor to the City, not as a penalty, but as liquidated damages suffered by the City. If feasible, the parties may agree to have the liquidated damages deducted from any amounts owned to Contractor by City instead of being paid directly to City by Contractor.

F. *Payment*: Contractor will be paid pursuant to the requirements of this Article 14 and payment will become due in accordance with the Contract Documents.

G. Reduction in Payment

1. City may refuse to make payment of the of the amount requested because:

a. Claims have been made against City based on Contractor's performance or furnishing of the Work, or City has incurred costs, losses, or damages resulting from Contractor's performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, or patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

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g. City has been required to correct defective Work in accordance with Paragraph 13.08, or has accepted defective Work pursuant to Paragraph 13.05;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones or Final Acceptance of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to City to secure the satisfaction and discharge of such Liens;

l. Other items entitle City to a set-off against the payment amount requested; or

m. City has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.

2. If City refuses to make payment of the amount requested, City will give Contractor written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, within a reasonable time after Contractor remedies the reasons for such action to the satisfaction of City and City has confirmed such action.

14.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to City no later than the time of payment free and clear of all Liens.

14.03 *Partial Utilization*

A. Prior to Final Acceptance of all the Work, City may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which City determines constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose without significant interference with Contractor's performance of the remainder of the Work. City at any time may notify Contractor in writing to of any such part of the Work which City determines to be ready for its intended use. In addition, City may request in writing that Contractor permit City to use or occupy any such part of the Work that City believes to be substantially complete, subject to the following conditions:

1. At any time, Contractor may notify City that Contractor considers any such part of the Work ready for its intended use.

2. Within a reasonable time after notification as enumerated in Paragraph 14.03, City and Contractor shall make an inspection of that part of the Work to determine its status of completion. If City does not consider that part of the Work to be substantially complete, City will notify Contractor in writing giving the reasons therefor.

3. Partial Utilization by City will not constitute Final Acceptance by City.

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14.04 *Final Inspection*

A. Upon written notice from Contractor that the entire Work is complete in accordance with the Contract Documents:

1. City will promptly schedule a Final Inspection with Contractor.

2. City will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. City reserves the right to deny request for Final Inspection if City determines that the entire Work is not sufficiently complete to warrant a Final Inspection.

14.05 *Final Acceptance*

A. Upon completion by Contractor to City's satisfaction, of any and all Work in accordance with the Contract Documents, including any corrections or additional Work identified in the Final Inspection and delivery of all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurances, certificates of inspection, annotated record documents and other required documents in accordance with the Contract Documents, City will issue to Contractor a letter of Final Acceptance.

14.06 *Final Payment*

A. Application for Payment

1. Upon receipt of a letter of Final Acceptance from City, Contractor may make application for Final Payment following the procedures for requesting payments in accordance with the Contract Documents.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 6.03;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to City free and clear of any Liens or other title defects or will so pass upon final payment.

d. a list of all Contract Claims or Damage Claims against City that Contractor believes are unsettled; and

e. affidavits of payments and complete and legally effective releases or waivers (satisfactory to City) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

B. Payment Becomes Due: The final payment requested by Contractor, less previous payments made and less any sum to which City is entitled, including but not limited to liquidated damages, will become due and payable:

1. After City's acceptance of the Application for Payment and accompanying documentation; and

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2. After all Damage Claims have been resolved:

   a. directly by the Contractor; or

   b. Contractor provides evidence that the Damage Claim has been reported to Contractor's insurance provider for resolution.

The making of the final payment by the City shall not relieve the Contractor of any guarantees or other requirements of the Contract that continue thereafter.

14.07 *Final Completion Delayed and Partial Retainage Release*

A. If final completion of the Work is significantly delayed, and if City so confirms, City may, upon receipt of Contractor's final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by City for Work not fully completed or corrected is less than the retainage stipulated in Paragraph 14.01.D, and if bonds have been furnished as required in Paragraph 6.02, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to City with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Contract Claims.

B. *Partial Retainage Release*. If the Contract provides for separate establishment and maintenance periods and/or test and performance periods following the completion of all other construction in the Contract Documents for all Work locations, the City may release a portion of the amount retained provided that all other work is completed as determined by the City. Before the release, all submittals and final quantities must be completed and accepted for all other work. An amount sufficient to ensure Contract compliance will be retained.

14.08 *Waiver of Claims*

A. The acceptance of final payment will constitute a waiver and release by Contractor of all claims, rights, causes of action, or liabilities, including Contract Claims, against City arising out of, related to or under the Contract or for any act, omission or neglect of City.

14.09 *Correction Period*

A. If within two (2) years after the date of Final Acceptance (or such longer period of time as may be prescribed by the Contract Documents) any Work has been found to be defective, or Contractor's repair of any damages to the Site, adjacent areas, or areas made available for Contractor's use by City has been found to be defective, then after receipt of City's written notice of defect, Contractor shall promptly, without cost to City and in accordance with City's written instructions:

   1. correct the defective repairs to the Site or such adjacent areas, or areas made available for Contractor's use by City;

   2. correct such defective Work;

   3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by City, and

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4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. If Contractor does not promptly comply with the terms of City's written instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected, repaired or removed and replaced under this Paragraph 14.09, the correction period hereunder with respect to such Work may be extended for an additional period of one year after the end of the initial correction period.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this Paragraph 14.09 are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *City May Suspend Work*

A. At any time and without cause, City may suspend the Work or any portion thereof by written notice to Contractor. City may fix the date on which Work will be resumed in such notice, and Contractor shall resume the Work on the date so fixed. During a temporary suspension of the Work covered by these Contract Documents, for any reason, the City will make no extra payment for stand-by time of construction equipment and/or construction crews.

B. Should the Contractor not be able to complete a portion of the Project due to causes beyond the control of and without the fault or negligence of the Contractor, and should it be determined by mutual consent of the Contractor and City that a solution to allow construction to proceed is not available within a reasonable period of time, Contractor may request an extension in Contract Time, directly attributable to any such suspension.

C. If it should become necessary to suspend the Work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way; Contractor shall take every precaution to prevent damage or deterioration of the work performed; and Contractor shall provide suitable drainage about the work, and erect temporary structures where necessary.

D. Contractor may be reimbursed for the cost of moving its equipment off the job and returning the necessary equipment to the job when it is determined by the City that construction may be resumed. Such reimbursement shall be based on actual cost to the Contractor of moving the

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equipment and no profit or overhead will be allowed. Reimbursement may not be allowed if the equipment is moved to another construction project for the City.

15.02 *City May Terminate for Cause*

A. The occurrence of any one or more of the following events by way of example, but not of limitation, may justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Project Schedule established under Paragraph 2.06 as adjusted from time to time pursuant to Paragraph 7.05);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract; or

3. Contractor's disregard of Laws and Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of City; or

5. Contractor's failure to promptly make good any defect in materials or workmanship, or defects of any nature, the correction of which has been directed in writing by the City; or

6. Substantial indication that the Contractor has made an unauthorized assignment of the Contract or any funds due therefrom for the benefit of any creditor or for any other purpose; or

7. Substantial indication that the Contractor has become insolvent or bankrupt, or otherwise financially unable to perform the Work satisfactorily; or

8. Contractor commences legal action in a court of competent jurisdiction against the City.

B. If one or more of the events identified in Paragraph 15.02.A occurs, City will provide written notice to Contractor and Surety to arrange a conference with Contractor and Surety to address Contractor's failure to perform the Work. The conference shall be held not later than 15 days after receipt of notice. by both Contractor and surety.

1. If the City, the Contractor, and the Surety do not agree to allow the Contractor to proceed to perform the Contract, the City may, to the extent permitted by Laws and Regulations, declare a Contractor default and formally terminate the Contractor's right to complete the Contract. Contractor default shall not be declared earlier than 20 days after the Contractor and Surety have received notice of the conference to address Contractor's failure to perform the Work.

2. If Contractor's services are terminated, Surety shall be obligated to take over and perform the Work. If Surety does not commence performance thereof within 15 consecutive calendar days after date of an additional written notice demanding Surety's performance of its obligations, then City, without process or action at law, may take over any portion of the Work and complete it as described below.

a. If City completes the Work, City may exclude Contractor and Surety from the Site and take possession of the Work, and all materials and equipment stored at the Site

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or for which City has paid Contractor, but which are stored elsewhere, and the Work as City may deem expedient.

3. Whether City or Surety completes the Work, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by City, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to City. Such claims, costs, losses, and damages incurred by City will be incorporated in a Change Order, provided that when exercising any rights or remedies under this Paragraph 15.02, City shall not be required to obtain the lowest price for the Work performed.

4. Neither City, nor any of its respective consultants, agents, officers, elected or appointed officials, directors or employees shall be in any way liable or accountable to Contractor or Surety for the method by which the completion of the said Work, or any portion thereof, may be accomplished or for the price paid therefor.

5. City, notwithstanding the method used in completing the Contract, shall not forfeit the right to recover damages from Contractor or Surety for Contractor's failure to timely complete the entire Contract. Contractor shall not be entitled to any claim, counterclaim or offset on account of the method used by City in completing the Contract.

6. Maintenance of the Work shall continue to be Contractor's and Surety's responsibilities as provided for in the bond requirements of the Contract Documents or any special guarantees provided for under the Contract Documents or any other obligations otherwise under the Contract or prescribed by law.

C. Notwithstanding Paragraph 15.02.B, Contractor’s services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

D. Where Contractor’s services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor then existing or which may thereafter accrue, or any rights or remedies of City against Contractor or Surety. Any retention or payment of money due Contractor by City will not release Contractor from liability.

E. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.02, the termination procedures of that bond shall not supersede the provisions of this Article 15.

15.03 *City May Terminate for Convenience*

A. City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract, in whole or in part. Any termination shall be affected by giving notice of the termination to the Contractor specifying the extent to which performance of Work under the contract is terminated, and the date upon which such termination becomes effective. Notice shall be deemed validly given if given in accordance with Paragraph 17.01.A.

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B. After a notice of termination, has been given, and except as otherwise directed by the City, the Contractor shall:

1. stop work under the Contract on the date and to the extent specified in the notice of termination;

2. place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;

3. terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by notice of termination;

4. transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City:

   a. the fabricated or unfabricated parts, Work in progress, completed Work, supplies and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of the termination; and

   b. the completed, or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the City.

5. complete performance of such Work as shall not have been terminated by the notice of termination; and

6. take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which the City has or may acquire the rest.

C. At a time not later than 30 days after the termination date specified in the notice of termination, the Contractor may submit to the City a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of in accordance with the Contract, exclusive of items the disposition of which has been directed or authorized by City.

D. Not later than 15 days after Contractor's submission of the certified list to City pursuant to Paragraph 15.03.C, the City shall accept title to such items, subject to verification of the list by the City upon removal of the items or,. If the items are stored, then City shall have 45 days after submission of the list, to verify the list submitted and accept title to such items. Any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

E. Not later than 60 days after the notice of termination has been given, the Contractor shall submit a termination claim to the City in the form and with the certification prescribed by the City. Unless an extension request is made in writing within such 60-day period by the Contractor, and granted by the City, any and all such claims of Contractor that are not submitted to City within such 60-day period shall be conclusively deemed waived.

F. Should a termination claim be timely submitted to the City, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead

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and profit on such Work calculated and determined in accordance with the Contract Documents;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses calculated and determined in accordance with the Contract Documents; and

3. reasonable expenses directly attributable to reasonable and necessary wind-down and termination activities, without any overhead or profit.

G. In the event of the failure of the Contractor and City to agree upon the whole amount to be paid to the Contractor by reason of the termination of the Work, the City shall determine, on the basis of information submitted and available to it, the amount, if any, due to the Contractor by reason of the termination and City shall pay to the Contractor the amounts so determined. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of, related to or resulting from such termination.

ARTICLE 16 – RESOLUTION OF DISPUTES

16.01 *Methods and Procedures*

A. Either City or Contractor may request mediation of any Contract Claim submitted for a decision under Paragraph 11.07 before such decision becomes final and binding. The request for mediation shall be submitted to the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 11.07.E.

B. City and Contractor shall participate in the mediation process in good faith. The process shall be commenced within 60 calendar days of filing of the request.

C. The parties shall agree on a mediator; however, if they cannot agree within 14 calendar days then the Denton County Alternative Dispute Resolution Program ("DCAP") shall appoint a mediator. The mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one party, or the mediator, states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. All costs of mediation shall be borne equally by the parties.

D. All communications, both written and oral, during Phases A and B are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

E. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

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F. If the Contract Claim is not resolved by mediation, City's action under Paragraph 11.07.C or a denial pursuant to Paragraphs 11.07.C.3 or 11.07.D shall become final and binding 30 days after termination of the mediation unless, within that time period, City or Contractor:

1. elects in writing to invoke any other dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Contract Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Contract Claim to a court of competent jurisdiction as set forth within the Contract Documents.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice, it will be deemed to have been validly given if delivered:

1. in person, by a commercial courier service or otherwise, if to City, to the duly authorized representative of City identified in the Contract Documents or to City's Project Manager or, if to Contractor, to a member of the firm or to an officer of the corporation for whom it is intended; or

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient.

17.02 *Computation of Time*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day that is a state or federal holiday observed by the City, the next Business Day shall become the last day of the period.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws and Regulations, in equity, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this Paragraph 17.03 will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Limitation of Damages*

A. With respect to any and all claims, disputes subject to final resolution, and other matters at issue, neither City, nor any of its officers, directors, elected or appointed officials, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project. Further, the Contractor may only claim and the City may only be liable for those damages that are set forth in Subchapter I, Chapter 271 of the Texas

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Local Government Code and the City shall not be liable for any consequential damages, exemplary damages or damages for unabsorbed home office overhead.

17.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

B. The City has not waived its sovereign immunity except as expressly set forth in Subchapter I, Chapter 271 of the Texas Local Government Code or as expressly waived by other statute.

17.06 *Survival of Obligations*

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and Final Acceptance of the Work or termination of the Contract or of the services of Contractor.

17.07 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

17.08 *Successors and Assigns*

A. City and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.09 *Governing Law*

A. The Contract shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles.

17.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00 73 00
SUPPLEMENTARY CONDITIONS
TO
GENERAL CONDITIONS

Supplementary Conditions

These Supplementary Conditions modify and supplement Section 00 72 00 - General Conditions, and other provisions of the Contract Documents as indicated below. All provisions of the General Conditions that are modified or supplemented remain in full force and effect as so modified or supplemented. All provisions of the General Conditions which are not so modified or supplemented remain in full force and effect.

Defined Terms

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions, unless specifically noted herein.

Modifications and Supplements

The following are instructions that modify or supplement specific paragraphs in the General Conditions and other Contract Documents.

SC-5.01A

Easement limits shown on the Drawing are approximate and were provided to establish a basis for bidding. Upon receiving the final easements descriptions, Contractor shall compare them to the lines shown on the Contract Drawings.

SC-5.01A.1., "Availability of Lands"

The following is a list of known outstanding right-of-way, and/or easements to be acquired, if any as of *February 18, 2026*:

Outstanding Right-Of-Way, and/or Easements to Be Acquired

PARCEL NUMBER	OWNER	TARGET DATE OF POSSESSION
None		

The Contractor understands and agrees that the dates listed above are estimates only, are not guaranteed, and do not bind the City.

If Contractor considers the final easements provided to differ materially from the representations on the Contract Drawings, Contractor shall within five (5) Business Days and before proceeding with the Work, notify City in writing associated with the differing easement line locations.

SC-5.01A.2, "Availability of Lands"

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Utilities or obstructions to be removed, adjusted, and/or relocated

The following is list of utilities and/or obstructions that have not been removed, adjusted, and/or relocated as of *February 18, 2026*

EXPECTED OWNER	UTILITY AND LOCATION	TARGET DATE OF ADJUSTMENT
None		

The Contractor understands and agrees that the dates listed above are estimates only, are not guaranteed, and do not bind the City.

SC-5.03A., "Subsurface and Physical Conditions"

The following are reports of explorations and tests of subsurface conditions at the site of the Work:

The following are drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site of the Work:
None

SC-5.05 A., "Underground Facilities

The following are additional resources for identification of Underground Facilities which are at or contiguous to the site of the Work, and which are not necessarily shown in the Drawings:
None

SC-5.06A., "Hazardous Environmental Conditions at Site"

The following are reports and drawings of existing hazardous environmental conditions known to the City:
None

SC-6.02, "Performance, Payment, and Maintenance Bonds"

The "Contract Price" for Performance, Payment, and Maintenance Bonds will be the same as indicated in Article 3 as listed in the Agreement.

SC-6.03A., "Certificates of Insurance"

The entities listed below are "additional insureds as their interest may appear" including their respective officers, directors, agents and employees.

(1) City
(2) Consultant: *None*
(3) Other: *None*

SC-6.04A., "Contractor's Insurance"

The limits of liability for the insurance required by Paragraph GC-6.04 shall provide the following coverages for not less than the following amounts or greater where required by laws and regulations:

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6.04A. Workers' Compensation, under Paragraph GC-6.04A.

Statutory limits
Employer's liability
$500,000 each accident/occurrence
$500,000 Disease - each employee
$500,000 Disease - policy limit

SC-6.04B., "Contractor's Insurance"

6.04B. Commercial General Liability, under Paragraph GC-6.04B. Contractor's Liability Insurance under Paragraph GC-6.04B., which shall be on a per project basis covering the Contractor with minimum limits of:

$1,000,000 each occurrence
$2,000,000 aggregate limit

The policy must have an endorsement (Amendment – Aggregate Limits of Insurance) making the General Aggregate Limits apply separately to each job site.

The Commercial General Liability Insurance policies shall provide "X", "C", and "U" coverage's. Verification of such coverage must be shown in the Remarks Article of the Certificate of Insurance.

SC 6.04C., "Contractor's Insurance"

6.04C. Automobile Liability, under Paragraph GC-6.04C. Contractor's Liability Insurance under Paragraph GC-6.04C., which shall be in an amount not less than the following amounts:

(1) **Automobile Liability** - a commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

$1,000,000 each accident on a combined single limit basis.

SC-6.04D., "Contractor's Insurance"

The Contractor's construction activities will require its employees, agents, subcontractors, equipment, and material deliveries to cross railroad properties and tracks, or perform work within 25 feet of the center line of tracks *None.*

The Contractor shall conduct its operations on railroad properties in such a manner as not to interfere with, hinder, or obstruct the railroad company in any manner whatsoever in the use or operation of its/their trains or other property. Such operations on railroad properties may require that Contractor to execute a "Right of Entry Agreement" with the particular railroad company or companies involved, and to this end the Contractor should satisfy itself as to the requirements of each railroad company and be prepared to execute the right-of-entry (if any) required by a railroad company. The requirements specified herein likewise relate to the Contractor's use of private and/or construction access roads crossing said railroad company's properties.

The Contractual Liability coverage required by Paragraph 5.04D of the General Conditions shall provide coverage for not less than the following amounts, issued by companies satisfactory to the City and to the Railroad Company for a term that continues for so long as the Contractor's operations and work cross, occupy, or touch railroad property:

(1) General Aggregate: *$Confirm Limits with Railroad*

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(2) Each Occurrence: *$Confirm Limits with Railroad*

____ *Required for this Contract* __X__ *Not required for this Contract*

With respect to the above outlined insurance requirements, the following shall govern:

1. Where a single railroad company is involved, the Contractor shall provide one insurance policy in the name of the railroad company. However, if more than one grade separation or at-grade crossing is affected by the Project at entirely separate locations on the line or lines of the same railroad company, separate coverage may be required, each in the amount stated above.

2. Where more than one railroad company is operating on the same right-of-way or where several railroad companies are involved and operated on their own separate rights-of-way, the Contractor may be required to provide separate insurance policies in the name of each railroad company.

3. If, in addition to a grade separation or an at-grade crossing, other work or activity is proposed on a railroad company's right-of-way at a location entirely separate from the grade separation or at-grade crossing, insurance coverage for this work must be included in the policy covering the grade separation.

4. If no grade separation is involved but other work is proposed on a railroad company's right-of-way, all such other work may be covered in a single policy for that railroad, even though the work may be at two or more separate locations.

No work or activities on a railroad company's property to be performed by the Contractor shall be commenced until the Contractor has furnished the City with an original policy or policies of the insurance for each railroad company named, as required above. All such insurance must be approved by the City and each affected Railroad Company prior to the Contractor's beginning work.

The insurance specified above must be carried until all Work to be performed on the railroad right-of-way has been completed and the grade crossing, if any, is no longer used by the Contractor. In addition, insurance must be carried during all maintenance and/or repair work performed in the railroad right-of-way. Such insurance must name the railroad company as the insured, together with any tenant or lessee of the railroad company operating over tracks involved in the Project.

SC 6.04F., "Contractor's Insurance"

Add Paragraph 6.04F. Environmental Impairment/Pollution

Environmental Impairment/Pollution Insurance to include coverage for the handling, receiving, dispensing, removal, storage, testing, transportation, disposal, discharge, dispersal release or escape of any hazardous material into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including ground water, with a minimum combined bodily injury (including death) and property damage limit of *$2,000,000* per occurrence to be obtained upon substantial completion and acceptance of facility by the City.

SC-7.08C., "Concerning Subcontractors and Suppliers"

The following subcontractors shall be required to be utilized by the Contractor for specific portions of the Work as indicated below:

Required Subcontractors

SUBCONTRACTOR COMPANY NAME	DESCRIPTION OF WORK TO BE PERFORMED
None	

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SUBCONTRACTOR COMPANY NAME DESCRIPTION OF WORK TO BE PERFORMED

SC-7.11., "Permits and Utilities"

SC-7.11A., "Contractor obtained permits and licenses"
The following are known permits and/or licenses required by the Contract to be acquired by the Contractor:

None

SC-7.11B. "City obtained permits and licenses"
The following are known permits and/or licenses required by the Contract to be acquired by the City:

1. **Texas Department of Transportation Permit Approval**

SC-7.11C. "Outstanding permits and licenses"

The following is a list of known outstanding permits and/or licenses to be acquired, if any as of *February 18, 2026*:

Outstanding Permits and/or Licenses to Be Acquired

OWNER	PERMIT OR LICENSE AND LOCATION	TARGET DATE OF POSSESSION
None		

SC-8.02., "Coordination"

The individuals or entities listed below have contracts with the City for the performance of other work at the Site:

Vendor	Scope of Work	Coordination Authority
None		

SC-9.01, "Communications to Contractor"

None

SC-10.01B., "City's Project Manager"

The City's Project Manager for this Contract is *Sheldon Gatewood*, or his/her successor pursuant to **written notification from the City Engineer.**

SC-13.02B., "Tests and Inspections"

None

SC-14.01G, "Reduction in Payment"

Add Paragraph 14.01G.3:

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3. *City may reduce payments to the Contractor, if the number of Days that have passed after the date listed on the Notice to Proceed exceeds the Contract Time for Substantial Completion.*

SC-16.01C.1, "Methods and Procedures"

None

SC – 17.01, "Documents"

Any documents submitted to the City in electronic format shall be considered equivalent to an original of such document.

END OF SECTION

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

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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.**

BRCT LLC, dba Black Rock Construction

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signed by: Donny Gamblin B26D9C2217E7496...

Signature of vendor doing business with the governmental entity

4/28/2026

Date

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

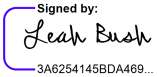
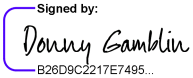
Certificate Of Completion

Envelope Id: 9B28E4F2-8369-4128-8DFF-D3069E7CC229
Status: Sent
Subject: Please DocuSign: City Council Contract 8833 Baker Offsite Sewer
Source Envelope:
Document Pages: 103
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
4/22/2026 10:07:18 AM
Holder: Cori Power
cori.power@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 4/22/2026 10:32:47 AM Viewed: 4/22/2026 10:32:58 AM Signed: 4/22/2026 10:33:09 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/22/2026 10:33:13 AM Viewed: 4/22/2026 2:21:21 PM Signed: 4/22/2026 2:21:55 PM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 63.196.246.33	Sent: 4/22/2026 2:22:01 PM Resent: 4/28/2026 8:14:42 AM Viewed: 4/28/2026 8:20:16 AM Signed: 4/28/2026 8:30:51 AM
Donny Gamblin donny@blackrockconstructiontx.com operations manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/28/2026 8:52:45 AM ID: cf1fe406-892b-45af-aa54-b9d2bbedcd31	Signed by:  B26D9C2217E7495... Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:353:3c10:748f:2f04:4cbd:9b16	Sent: 4/28/2026 8:30:55 AM Viewed: 4/28/2026 8:52:45 AM Signed: 4/28/2026 8:55:21 AM

Signer Events	Signature	Timestamp
Seth Garcia Seth.Garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/28/2026 9:10:13 AM ID: 03c7f62c-a8e2-4838-b8f0-061762d6df9f	Signed by: Seth Garcia A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 47.190.47.120 Signed using mobile	Sent: 4/28/2026 8:55:25 AM Viewed: 4/28/2026 9:10:13 AM Signed: 4/28/2026 9:10:55 AM
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 4/28/2026 9:11:00 AM Viewed: 4/28/2026 9:30:10 AM Signed: 4/28/2026 9:30:56 AM
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		Sent: 4/28/2026 9:31:04 AM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

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)	COPIED	Sent: 4/22/2026 10:33:14 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
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	COPIED	Sent: 4/28/2026 9:31:02 AM Viewed: 4/28/2026 9:34:10 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Sheldon Gatewood sheldon.gatewood@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/28/2026 8:45:29 AM ID: 3d619180-be8b-4762-a474-3cedc1a1537f		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/22/2026 10:32:47 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, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•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.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc., for professional engineering services relating to the Woodrow Multimodal Improvements Project for the Capital Projects Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-017 – Professional Services Agreement for engineering services awarded to Kimley-Horn and Associates, Inc., in the not-to-exceed amount of $408,500.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

The City of Denton received funding from the Denton County Transportation Authority (DCTA) in 2024 through the Transportation Reinvestment Program (TRiP) grant cycle. The grant was submitted to provide funding for planning, design, and construction of continuous multimodal improvements along Woodrow Lane between East McKinney Street and the A-Train Rail Crossing near Spencer Road, also known as the "Woodrow Lane Multimodal Improvements Project". This approved project was executed by DCTA on March 26, 2025, in the not-to-exceed amount of $850,000.

On December 3, 2025, a traffic analysis was completed by Kimley-Horn and Associates, Inc., providing existing and projected traffic volumes and the feasibility of future pedestrian facilities. Based on these findings, Kimley-Horn provided a Professional Services Agreement for project design in the amount of $408,500. This project will install a pedestrian trail along the east side of South Woodrow Lane between the Denton Katy Trail and East McKinney Street.

The Traffic Engineering and Capital Projects Departments are utilizing the approved RFQ 8377 Pre-Qualified List for Professional Engineering Services specializing in Transportation Services. The seven (7) pre-qualified firms for the project included: Kimley-Horn and Associates, Inc., CONSOR Engineers, LLC, Halff Associates, Inc., Westwood Professional Services, Teague Nall and Perkins, Inc., HDR Engineering, Inc., and Olsson, Inc. Statement of qualification of the pre-qualified firms for the Transportation Services category were re-evaluated based on criteria including overall experience and qualification of the firm, past performance and relevant experience on similar projects, and availability and experience of the proposed staff members. Based upon this evaluation, Kimley-Horn and Associates, Inc. ranked highest due to the

quality of work demonstrated by their experienced professionals on previous sidewalk and trail projects within the City. Their selection also ensures project continuity, as Kimley-Horn and Associates, Inc., completed the initial feasibility study.

Request for Qualifications for architectural firms for professional engineering services for various vertical capital infrastructure-related projects within the City of Denton for the Capital Projects Department was solicited using the City's formal solicitation process. City Council approved a pre-qualified list of professional service firms on February 20, 2024 (Ordinance 24-276).

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 20, 2024, City Council approved RFQ 8377 for state-certified engineers for professional engineering services for various capital infrastructure-related projects within the City of Denton for the Capital Improvements Department (Ordinance 24-276).

RECOMMENDATION

Award a contract with Kimley-Horn and Associates, Inc., for professional engineering services relating to the Woodrow Multimodal Improvements Project for the Capital Projects Department, in a not-to-exceed amount of $408,500.

ESTIMATED SCHEDULE OF PROJECT

Estimated design completion is Q2 of 2027.

FISCAL INFORMATION

These services will be funded from Transportation Services account 360244446 and is reimbursable through the Denton County Transportation Authority Reinvestment Program. Requisition #174947 has been entered into the Purchasing software system in the amount of $408,500. The budgeted amount for this item is $408,500.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance & Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Megan Davidson, 940-349-8111.

Legal point of contact: Leah Bush at 940-349-8333.

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 KIMLEY-HORN AND ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE WOODROW MULTIMODAL IMPROVEMENTS PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8377-017 – PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES AWARDED TO KIMLEY-HORN AND ASSOCIATES, INC., IN THE NOT-TO-EXCEED AMOUNT OF $408,500.00).

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Kimley-Horn and Associates, Inc., to provide professional design services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 7401F060-AE03-445E-B75B-66A77FE095B3

Docusign City Council Transmittal Coversheet

PSA	8377-017
File Name	South Woodrow Lane Trail Design
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 7401F060-AE03-445E-B75B-66A77FE095B3

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and KIMLEY-HORN AND ASSOCIATES, INC., with its corporate office at 421 Fayetteville Street and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: South Woodrow Lane Trail Improvement Design (the "PROJECT").

SECTION 1
Scope of Services

A. The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.

B. Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2
Compensation and Term of Agreement

A. The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed $408,500 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.

B. Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment C.

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

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A. Invoice and Payment

(1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment C to reasonably substantiate the invoices.

(2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.

(3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.

(4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

(5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4
Obligations of the Engineer

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

(1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and

(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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C. Subsurface Investigations

(1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.

(2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

(1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

(2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the

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

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

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

(1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.

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

G. Construction Progress Payments

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

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H. Record Drawings

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

I. Right to Audit

(1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.

(2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.

(3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

J. INSURANCE

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

Docusign Envelope ID: 7401F060-AE03-445E-B75B-66A77FE095B3

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

(1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

(2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

(1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice. No person shall,

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on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

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

SECTION 5
Obligations of the City

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's

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services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

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(1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.

(2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

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

K. Changes

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

SECTION 6
General Legal Provisions

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

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C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

a. by the City for its convenience upon 30 days' written notice to ENGINEER.

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

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

a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;

b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;

c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, ENGINEER UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who

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perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition on Contracts with Companies Boycotting Israel

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

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

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy

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companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

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

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

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

Q. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall

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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 Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

R. Certificate of Interested Parties Electronic Filing

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

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

The contractor shall:

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

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

S. Agreement Documents

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

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

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Attachment D - Insurance

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

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

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

BY:
ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC

DocuSigned by:
Scott R. Arnold
D1B5A80061EE4E0...
Vice President
Authorized Agent, Title

Full Name: Scott Arnold

_____
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

BY:
CITY OF DENTON, TEXAS

_____
Cassey Ogden, Interim City Manager

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

Signed by: Seth Garcia A13701E6BC954EC...

SIGNATURE

Director of Capital Projects

TITLE

Capital Projects

DEPARTMENT

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ATTACHMENT "A"

Scope of Services and Fee for Engineering Design Related Services for:

SOUTH WOODROW LANE TRAIL IMPROVEMENTS DESIGN

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

OBJECTIVE

The objective of this project is to design pedestrian trail improvements along South Woodrow Lane between Denton Katy Trail and East McKinney Street that were part of the Denton County Transportation Authority (DCTA) Transportation Reinvestment Program (TRiP) funding. The details of the project understanding are summarized below:

- *The project will install a pedestrian trail along S Woodrow Lane between Denton Katy Trail and E McKinney Street.*
- *Existing travel lanes will narrow down to 11 ft to provide space for pedestrian trail on the east side without acquiring new pedestrian easement for Right-of-Way (ROW).*
- *Existing sidewalk on the east side of S Woodrow Lane will be removed to install pedestrian trail.*
- *Existing electric poles within the project limits will remain and relocation of these electric poles are not required.*
- *Drainage Inlet modifications are required for adjusting curbline to accommodate new pedestrian trail.*
- *Traffic signal modifications are required at all signalized intersection within the project limits to accommodate new pedestrian trail.*
- *Pavement markings along S Woodrow Lane will be removed and replaced.*
- *Any additional easement or ROW needed will be considered as additional services.*

WORK TO BE PERFORMED

Task 1. Design Management
Task 2. Conceptual Design (30%)
Task 3. Preliminary Design (60%)
Task 4. Final Design (90% and 100%)
Task 5. Bridge and Culvert Modifications Design
Task 6. Drainage Design
Task 7. Bidding Phase Services
Task 8. Construction Phase Services
Task 9. Topographic Survey Services
Task 10. TDLR Permitting

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TASK 1. DESIGN MANAGEMENT.

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team:

- Lead, manage and direct design team activities
- Ensure Quality Control / Quality Assurance (QC/QA) is practiced in performance of the work.
- Communicate internally among team members.
- Task and allocate team resources.

1.2. Communications and Reporting:

- Attend a pre-design project kickoff/charter meeting with CITY and TxDOT staff to confirm and clarify scope, understand CITY's objectives, and ensure economical and functional designs that meet CITY's requirements.
- Attend two (2) field meetings with CITY representatives prior to the 30% and 90% submittals.
- Conduct and document ***monthly*** project update meetings with CITY's Project Manager and CITY staff.
- Conduct review meetings with the CITY and TxDOT at the end of each design phase.
- Conduct QC/QA reviews and document those activities.
- Prepare invoices and submit them monthly in the format requested by the CITY.
- Prepare and submit monthly project status reports in the format provided by the CITY.
- Prepare and submit baseline project schedule initially, and project schedule updates with a schedule narrative as necessary.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design
- With respect to coordination with permitting authorities, ENGINEER shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. ENGINEER shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements, as part of the design scope.

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ASSUMPTIONS

- One (1) pre-design project kickoff/chartering meeting.
- Two (2) field review meetings.
- Twelve (12) monthly project update meetings during design phase.
- Three (3) plan review meetings.
- Project design and bidding phase is estimated to be eighteen months (12) months.
- Project construction phase is estimated to be sixteen (6) months.

DELIVERABLES

- Meeting summaries with action items
- Baseline design schedule
- Schedule updates with schedule narrative describing any current or anticipated schedule changes
- Monthly project status reports
- Monthly invoices

TASK 2. CONCEPTUAL DESIGN (30 PERCENT).

The Conceptual Design shall be submitted to the CITY in accordance with the approved Project Schedule.

The purpose of the conceptual design is for the ENGINEER to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of this concept.

ENGINEER will develop the conceptual design of the infrastructure as follows.

2.1. Data Collection

- In addition to data obtained from the CITY, ENGINEER will research and make efforts to obtain pertinent information to aid in the coordination of the proposed improvements with any planned future improvements that may influence the project. The ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project, which may consist of utilities, agencies (City, TxDOT, etc), City Master Plans, and property ownership as available from the Tax Assessor's office.

- The ENGINEER will consult with the City's Public Works Department, public utilities, private utilities, and government agencies to determine the approximate location of the above and underground utilities, and other facilities (current and future) that have an impact or influence on the project.

2.2. Utility Clearance

- ENGINEER will develop the design of CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible, consider potential future utilities in designs. Where conflicts cannot be avoided, coordination of Utility Conflicts will begin at the Conceptual Design phase.

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- In the case of a public utility conflict, the ENGINEER will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

2.3. The Conceptual Design Package will consist of the following:

- Preliminary cover and index of sheets including project limits, area location map, and beginning and end station limits.
- General notes sheet
- Key Map sheet
- Quantity Summary page
- Existing topography of the project area, along with proposed typical sections, which outline the proposed improvements. Typical sections will show existing ROW, existing and proposed curbs, sidewalks, and curb ramps.
- Project Control sheet, showing all Control Points, used or set while gathering data. Generally, on a scale of not less than 1:400, the following information shall be indicated for each Control Point: Identified (existing City Monument #8901, PK Nail, 5/8" Iron Rod); X, Y, and Z coordinates, in an identified coordinate system, and a referred bearing base. Z coordinates on City Datum only; descriptive location.
- Existing conditions and removal sheets.
- Proposed sidewalk/trail layout sheets (no profiles).
- Proposed signing and striping layout sheets.
- Proposed traffic signal modifications sheets
- Applicable TxDOT and CITY standard details.
- Documentation of key design decisions.
- Conceptual (30%) Opinion of probable construction cost (OPCC).
- Applicable TxDOT or CITY standard detail sheets.

ASSUMPTIONS

- The CITY 30% submittal will be submitted in PDF format to ProCore.
- ENGINEER shall not proceed with the 60% PS&E activities without written approval by the CITY of the 30% submittal.
- The trail design over the existing bridge and culverts may be less than 8 feet wide. ENGINEER will maximize the width of the trail without extending the bridge and culverts.

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- Existing drainage infrastructure is adequately sized. Pipe/box extensions or minor drainage adjustments to accommodate the sidewalk improvements are assumed to have a negligible impact on the hydraulic performance of the drainage facilities.

DELIVERABLES

- 30% Plans.
- OPCC.
- Documentation of key design decisions

TASK 3. PRELIMINARY DESIGN (60 PERCENT).

Preliminary plans and specifications shall be submitted to the CITY in accordance with the approved Project Schedule.

ENGINEER will develop the preliminary design of the infrastructure as follows.

3.1. The Preliminary Design Package (60% PS&E) will consist of the following:

- Preliminary cover showing project limits, area location map, and beginning and end station limits.
- Preliminary sheet index.
- Quantity Summary page.
- Traffic Control Plan showing construction signage and pavement markings which will be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices.
- Updated Project Control Sheet.
- Updated existing and proposed typical section sheets.
- Updated existing conditions and removal sheets.
- No less than two benchmarks plan/profile sheet.
- Bearings given on all proposed centerlines or baselines.
- Updated sidewalk/trail layout sheets consisting of ROW lines, horizontal alignments, utility adjustments, curbs, sidewalks, driveways, and existing and proposed contours (0.25’ intervals).
- Updated pavement marking and signing layout sheets.
- Preliminary bridge layout sheet (effort included in Task 5).
- Applicable TxDOT or CITY standard detail sheets.
- Preliminary utility conflict matrix.
- Documentation of key design decisions.

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- OPCC.
- Project Manual.
- 30% comment/response matrix for CITY comments.

3.2. Constructability Review

- Prior to the 60 percent review meeting with the CITY and TxDOT, the ENGINEER shall schedule and attend a project site visit with the CITY Project Manager and CITY staff to walk the project. The ENGINEER shall summarize the comments from the field visit and submit this information to the CITY and TxDOT in writing.

ASSUMPTIONS

- The CITY 60% review plan set will be submitted in PDF format to ProCore.
- ENGINEER shall not proceed with Final Design activities without written approval by the CITY of the Preliminary Design plans.

DELIVERABLES

- Preliminary design drawings.
- 30% comment/response spreadsheet.
- Utility conflict matrix.
- OPCC.

TASK 4. FINAL DESIGN (90 PERCENT), DISTRICT DESIGN (95%), AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT).

Upon approval of the Preliminary plans, ENGINEER will prepare construction plans as follows:

- Final draft construction plans (90%), including specifications, shall be submitted to CITY per the approved Project Schedule.
- Following a 90% construction plan review meeting with the CITY, the ENGINEER shall submit Final Plans (100%) to the CITY per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in the State of Texas.
- A Quantity Summary page will be included in both the 90% and 100% design packages. Each design sheet of those packages shall include a quantity take off table.
- The ENGINEER shall submit an OPCC with both the 90% and 100% design packages.

ASSUMPTIONS

- The CITY 90% and 100% review plan set will be submitted in PDF format to ProCore.

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DELIVERABLES

- 90% construction plans.
- 100% construction plans and applicable letting forms and documents.
- Detailed OPCC including summaries of bid items and quantities.
- Original 11”x17” signed cover sheet for the signatures of authorized CITY officials.

TASK 5. BRIDGE AND CULVERT MODIFICATIONS DESIGN.

The ENGINEER will complete the following tasks for the analysis and design of the bridge modifications along S Woodrow Ln. It is assumed that the bridge modifications will be for adding a wider raised sidewalk to the bridge crossing Pecan Creek and the bridge class culvert crossing Pecan Creek Tributary to accommodate a future trail.

5.1. **Bridge Analysis.** The ENGINEER will analyze the existing bridge and bridge class culvert along S Woodrow Ln crossing Pecan Creek and its tributary for the addition of a wider raised sidewalk on the eastern side of the structures to accommodate a future trail. This analysis will be based on a site visit, the record drawings of the bridges, readily available NBI bridge data, inspection reports, and the proposed trail configuration for an initial conclusion. Following the analysis, a memo will be provided summarizing our findings and suggested modifications or rehabilitations.

This task includes bridge analysis and summary memo only. Changes to these assumptions, including changes to the size and location of the proposed trail, that impact the bridge loading by the Client after commencement of this task that result in the reanalysis of the bridges will be considered an additional service.

5.2. **Bridge Modification Plans.** The ENGINEER will prepare the bridge modification plans for the existing bridge and bridge class culvert along S Woodrow Ln crossing Pecan Creek and its tributary. Bridge construction will be specified in general accordance with the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2024. Based on the findings from the analysis in Task 5.1, the bridge modification plans will detail the adjustments necessary to accommodate a future trail.

TxDOT Standards will be utilized to the extent practical. Due to the proposed modifications to an existing bridge, additional detailing will be required as TxDOT Standards only cover specific bridge widths, span lengths, and skew angles for tangent bridges. At this time, we anticipate the following sheets will be produced:

- Bridge Layout & Bridge Typical Section
    - Bridge Layout will show plan and profile geometry of the finalized structure, and Bridge Typical Section will show cross sections of the structure. These sheets will be prepared according to the TxDOT checklist for Bridge Layouts.
- Summary of Estimated Bridge Quantities

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- Span Unit / Slab Modification Details and Typical Transverse Section
- Applicable TxDOT Standard Sheets

This task includes preparation of bridge modification plans only. Changes to these assumptions, including changes to the size and location of the proposed trail, that impact the bridge loading by the Client after commencement of this task that result in the reanalysis of the bridges will be considered an additional service. Review of shop drawing submittals during the construction phase of this structure is not included in this task.

TASK 6. DRAINAGE DESIGN.

The ENGINEER will complete the following tasks for the drainage analysis and design:

6.1. Drainage Area Map

ENGINEER will delineate the watershed based on contour data and field verification and document existing street, right-of-way and storm drain capacities for the subject site. A drainage area map will be drawn at maximum 1" = 200' scale from available 2-foot contour data with the contours labeled. Data source and year will be provided by the CITY. Calculations regarding street and right-of-way capacities and design discharges (5-year and 100-year frequencies) at selected critical locations will be provided.

6.2. Strom Drain Modifications

ENGINEER will prepare drainage calculations for the required inlet modifications. ENGINEER will incorporate storm drain modifications showing location and size of all inlets, manholes, junction boxes, culverts and piping to include storm drain profiles showing existing and proposed flow lines, flows, length and slopes of pipes.

ASSUMPTIONS

- Drainage design layouts will be submitted along with the Conceptual (30%), Preliminary (60%) and Final (90% and 100%) submittals.

TASK 7. BIDDING PHASE SERVICES

ENGINEER will complete the following tasks for the bidding phase of the project.

7.1. Bidding Support

- Prepare the Project Manual and construction specifications for project bidding.
- Attend pre-bid meeting and bid opening meeting.
- Assist with bidder questions.
- Prepare bid tabulations for the bids received to check the accuracy.

ASSUMPTIONS

- Two (2) meetings are assumed.

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DELIVERABLES

- Project Manual
- Bid Tabulation for received bids in PDF and Excel format

TASK 8. CONSTRUCTION PHASE SERVICES.

ENGINEER will support the construction phase of the project as follows.

8.1. Construction Support

- The ENGINEER shall attend the preconstruction conference.

- *Visits to Site and Observation of Construction*. ENGINEER will make up to sixteen (16) visits as directed by CITY to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.

  ENGINEER will not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. ENGINEER does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- *Clarifications and Interpretations.* ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by CITY or TxDOT.

- *Shop Drawings and Samples.* ENGINEER will review and approve or take other appropriate actions in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

- *Substantial Completion.* ENGINEER will, after notice from Contractor that it considers the Work ready for its intended use, in company with City, TxDOT, and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list.

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- *Final Notice of Acceptability of the Work.* ENGINEER will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list.

ASSUMPTIONS

- Two (2) site visits are assumed.
- Five (5) submittal reviews are assumed.
- Four (4) RFI's are assumed.

DELIVERABLES

- Response to Contractor RFIs.
- Shop drawing reviews
- Final Punch List items.

TASK 9. TOPOGRAPHIC SURVEY SERVICES.

ENGINEER will provide survey support as follows.

9.1. Design Survey

- The ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by the ENGINEER in the design and preparation of plans for the project. Information gathered during the survey shall include topographic data; elevations of all sanitary and adjacent storm sewers; rim/invert elevations; locations of buried utilities, structures, and trees (measure caliper, identify overall canopy, and identify tree species); and other features relevant to the final plan sheets. Existing drainage at intersections will be verified by field surveys. Spot elevations will be shown on intersection layouts, with cross slopes to match intersecting grade lines.
- The minimum survey information to be provided on the plans shall include the following:
  - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally, on a scale of not less than 1:400:
  - The following information about each Control Point;
    a. Identified (Existing. City Monument #8901, PK Nail, 5/8" Iron Rod)
    b. X, Y, and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinates on City Datum only.
    c. Descriptive Location.
- Coordinates on all P.C.'s, P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system as the Control.
- No less than two horizontal bench marks, per line or location.
- Bearings given on all proposed centerlines, or baselines.
- Station equations relating utilities to paving, when appropriate.

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9.2. Temporary Right of Entry Preparation and Submittal

- Prior to entering the property, the ENGINEER shall prepare, mail, and obtain Temporary Right of Entry from landowners.

ASSUMPTIONS

- Topographic survey will be collected on the eastern parkway on South Woodrow Lane between Denton Katy Trail and McKinney Street. The survey will extend from the eastern gutter line to the ROW or 5 feet behind existing sidewalk.

DELIVERABLES

- Drawing of the project layout with dimensions and a coordinate list.

TASK 10. TDLR PERMITTING.

ENGINEER will provide permitting support for the CITY to obtain any and all agreements and/or permits usually required for a project of this size and type, as follows

10.1. Texas Department of Licensing and Regulation (TDLR)

- Identify and analyze the requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, and become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
- The ENGINEER is responsible for providing plans that follow TDLR requirements.
- Submit construction documents to a Registered Accessibility Specialist (RAS).
- Completing all TDLR forms/applications necessary.
- Obtain the Notice of Substantial Compliance from the RAS.
- Request an inspection from a RAS no later than 30 calendar days after construction's substantial completion. Advise the CITY in writing of the results of the inspection.
- All costs associated with TDLR Plan review and inspections are to be paid by the ENGINEER during the project.

ASSUMPTIONS

- Permit preparation will begin after approval of the Final Design.
- One (1) on-site meeting for the final TDLR inspection is assumed.

DELIVERABLES

A. Copies of Permit Applications
B. Copies of Approved Permits

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ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER because of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Sub-surface Utility Engineering (SUE)
- Additional roadway design and drainage design beyond the scope included above.
- Preparation of ROW and easement documents
- Negotiation of easements and/or property acquisition services.
- Services related to the development of the CITY's project financing and/or budget.
- Construction management and inspection services
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.

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ATTACHMENT "B"

Compensation for Engineering Related Professional Services for:

SOUTH WOODROW LANE TRAIL IMPROVEMENTS DESIGN

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be a lump sum total not to exceed $408,500 for all services,** including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

The total compensation for Tasks 1 through 10 shall be on a lump sum basis and shall not exceed **$408,500**.

Progress payments shall be paid monthly based on the actual work satisfactorily completed per month.

• Task 1 – Design Management	$ 22,500
• Task 2 – Conceptual Design (30%)	$ 57,000
• Task 3 – Preliminary Design (60%)	$ 117,000
• Task 4 – Final Design (90% and 100%)	$ 78,000
• Task 5 – Bridge and Culvert Modifications Design	$ 42,500
• Task 6 – Drainage Design	$ 32,000
• Task 7 – Bidding Phase Services	$ 10,500
• Task 8 – Construction Phase Services	$ 7,000
• Task 9 – Topographic Survey	$ 38,000
• Task 10 – TDLR Permitting	$ 4,000
Grand Total	**$ 408,500**

ENGINEER will not exceed the total maximum fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only.

All permitting, application, and similar project fees will be paid directly by the CITY.

Payment is due within 30 days of invoice receipt and should include the invoice number and the ENGINEER project number.

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Attachment "C"
SOUTH WOODROW LANE TRAIL IMPROVEMENTS DESIGN
Kimley-Horn and Associates, Inc.

TASK	START DATE	END DATE
Project Initiation		
Design Notice to Proceed	Apr-26	Apr-26
Design		
Data Collection/Survey	Apr-26	May-26
60% Submittal	May-26	Jul-26
City Review	Jul-26	Aug-26
60% Submittal	Aug-26	Nov-26
City Review	Nov-26	Dec-26
90% Submittal	Dec-26	Feb-27
City Review	Feb-27	Feb-27
Final Design Submittal	Feb-27	Apr-27
Bidding		
Bidding Phase	Apr-27	Jun-27
Contractor Selection	Jun-27	Aug-27
Conctractor Notice to Proceed	Aug-27	
Construction		
Construction	Aug-27	Feb-28

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Attachment D
INSURANCE REQUIREMENTS

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

STANDARD PROVISIONS:

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

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

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees, and volunteers; or, the ENGINEER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees, and volunteers.

    - That such insurance is primary to any other insurance available to the

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Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, ENGINEER shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the ENGINEER shall either double the occurrence limits or obtain Owners and ENGINEER Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

A. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent ENGINEER, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

B. <u>PROFESSIONAL LIABILITY INSURANCE</u>

If ENGINEER is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the ENGINEER becomes legally obligated to pay as damages arising out of the performance of professional services caused by any

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negligent error, omission or act with minimum limits of $1,000,000.00 per claim, $2,000,000.00 annual aggregate.

SUBCONTRACTING LIABILITY

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

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

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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.**

KIMLEY-HORN AND ASSOCIATES, INC.

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

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

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

n/a

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 relations hip 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.

n/a

4 ☒ **I have no Conflict of Interest to disclose.**

5 DocuSigned by:

Scott P. Arnold

D1B5A80061EE4E9...

Signature of vendor doing business with the governmental entity

4/28/2026

Date

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

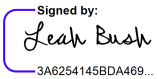
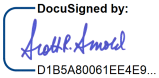
Certificate Of Completion

Envelope Id: 7401F060-AE03-445E-B75B-66A77FE095B3
Status: Sent
Subject: Please DocuSign: City Council Contract 8377-017 South Woodrow Lane Trail Design
Source Envelope:
Document Pages: 36
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Erica Garcia
901B Texas Street
Denton, TX 76209
erica.garcia@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
4/22/2026 10:17:38 AM
Holder: Erica Garcia
erica.garcia@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Erica Garcia erica.garcia@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 4/22/2026 10:20:08 AM Viewed: 4/22/2026 10:20:16 AM Signed: 4/22/2026 10:20:56 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/22/2026 10:20:59 AM Viewed: 4/22/2026 2:22:52 PM Signed: 4/22/2026 2:23:59 PM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 63.196.246.33	Sent: 4/22/2026 2:24:02 PM Viewed: 4/28/2026 8:31:33 AM Signed: 4/28/2026 9:04:32 AM
Scott Arnold Scott.arnold@kimley-horn.com Vice President Kimley-Horn and Associates, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/27/2020 10:55:11 AM ID: a1f38400-e5cc-4b57-8548-4dd7e031355d	 Signature Adoption: Uploaded Signature Image Using IP Address: 130.41.212.55	Sent: 4/28/2026 9:04:35 AM Viewed: 4/28/2026 9:08:29 AM Signed: 4/28/2026 9:20:19 AM

Signer Events	Signature	Timestamp
Seth Garcia seth.garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/28/2026 9:34:46 AM ID: fc5f42f2-2441-4710-b8c8-2cdc908fd693	Signed by: Seth Garcia A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 47.190.47.120 Signed using mobile	Sent: 4/28/2026 9:20:22 AM Viewed: 4/28/2026 9:34:46 AM Signed: 4/28/2026 9:35:16 AM
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		Sent: 4/28/2026 9:35:19 AM
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Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

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Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/28/2026 9:35:20 AM Viewed: 4/28/2026 10:59:16 AM

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

** 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.

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City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Galls, LLC through the North Central Texas Council of Governments (NCTCOG), Contract No. 2021-073, for first responder uniforms, accessories, and alteration services for the Police and Fire Departments; providing the expenditure of funds therefor; and providing an effective date (File 9053 – awarded to Galls, LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $2,250,000.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Support Healthy and Safe Communities.

INFORMATION/BACKGROUND

The proposed contract is for the purchase of public safety uniforms and accessories for approximately 335 current Police staff members, and 237 Fire members, covering both sworn and non-sworn personnel.

Galls is a supplier of police equipment and carries the current issue of Blauer brand uniforms. Galls also provides alteration services, which are included in the proposed cooperative contract. The Police Department anticipates hiring to fill approximately 49 current vacancies. The new hires, along with ongoing uniform replacements, necessitate the rapid establishment of a new contract.

The Denton Fire Department (DFD) provides uniforms for all civil service employees. Uniforms are purchased on an as-needed basis each fiscal year, which includes provisions for new employees. Department Standard Operating Procedures comply with the National Fire Protection Association 1500 Occupational Safety Standard and 1975 Standard on Station/Work Uniforms, which outline the specifications for fire-retardant clothing.

Galls has a responsive customer service department and offers a custom dashboard via an online portal for all contracted customers to manage orders.

Chapter 271.102 of the Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. In lieu of competitive bidding, items and services may be purchased through such agreements as the agreements have already been bid by the sponsoring entity or agency. By doing this as a cooperative effort, the combined purchasing

usage of these entities was utilized to realize competitive pricing and reduce the administrative costs of individual bidding.

Over the last two (2) fiscal years, the Denton Police Department spent on average $200,000 per year in uniform purchases. The Fire Department anticipates an annual expenditure of $150,000 due to increased purchasing from Galls. This change is necessary because GT Distributors, our previous source for supplemental uniform items, has experienced reduced product availability. As a result, the department must rely more heavily on Galls to ensure consistent access to required uniform components.

Department	Estimated Five Year Spend
Police Department	$1,000,000
Fire Department	750,000
Contingency	500,000
Total	**$2,250,000**

The contingency is an allotment of funds, estimated in the not-to-exceed amount, that can be used for additional items and conditions that are uncertain through the term of the agreement. The contingency allowance is for the sole use of the City, and all price increases or changes to products and or services will be subject to written authorization by the City.

Pricing obtained through the Texas Shared Cooperative Purchasing Network has been competitively bid and meets the statutory requirements of Texas Local Government Code 271.102.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On July 17, 2018, Council approved the interlocal agreement with the North Central Texas Council of Governments (NCTCOG) (Ordinance 18-1074).

RECOMMENDATION

Award a contract with Galls, LLC, for first responder uniforms, accessories, and alteration services for the Police and Fire Departments, in a one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $2,250,000.

PRINCIPAL PLACE OF BUSINESS

Galls, LLC
Lexington, KY

ESTIMATED SCHEDULE OF PROJECT

This is a five (5) year contract. This NCTCOG contract expires on November 1, 2026.

FISCAL INFORMATION

These items will be funded from the Police General Fund account 310003.6312 and Fire General Fund account 320100.6312. Requisitions will be entered on an as-needed basis. Denton Police Department currently budgets $235,000 per year, and Denton Fire Department budgets $199,227 per year for uniforms. The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Pricing Sheet
Exhibit 3: Ordinance

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Jerrett Klar, 940-349-7927.

Legal point of contact: Leah Bush at 940-349-8333.

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For First Responder Uniforms, Accessories, and Services, contractor shall quote participating SHARE Entities the rates and/or discount required for products and services specified by the RFP. Contractor's proposed catalog discount for uniforms and services are found below.

UNIFORM ALTERATION SERVICES

The Contractor has indicated that they will provide uniform alteration services at a percentage-discount over catalogue pricing. The Contractor has provided a Uniform Customization catalog, which is found on the SHARE landing page. To this end, the Contractor has provided the following pricing information:

Galls, LLC. will offer uniform alteration services at a minimum percent-discount rate of 15%
Galls, LLC. will offer uniform embroidery services at a minimum percent-discount rate of 15%

For additional information, please refer to Gall's Uniform Customization Catalogue.

UNIFORMS AND ACCESSORIES PRICING

Product Supplier/Brand Catalogue Discount Pricing information is found on the following pages.

Percent Discount proposal for catalogue Brands for items not listed in this Tab:

Brand	% Discount off catalog
Atlanco	15%
ASP	15%
Blauer (Texas Retail Price List)	15%
5.11	15%
GT	15%
Point Blank (Concealable)	15%
Point Blank (Tactical Armour& Accessories)	15%
Nardis	15%
Safariland	15%
Elbeco	15%
Under Armour	15%
Smith & Wesson	15%
ESS	15%
Blackhawk	15%
Port Authority	15%
Custom Made Items	15%
Flying Cross	15%

Any Additional Brands with Percent-Discounts offered for catalogues not listed above:

Brand	% Discount off catalog
221B Resources	15%
3M Company	15%
3M Company-Personal Safety Div	15%
5.11 Inc.	15%
5.11 Inc. (CUSTOM SHOP)	15%
A E Nelson Leather Co	15%
A+ CAREER APPAREL	15%
ABX Group Inc	15%
ACR ELECTRONICS, INC.	15%
ADVENTURE MEDICAL KIT	15%
Advon	15%
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Aimpoint Inc	15%
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NOBLE MEDICAL INC	15%
NoIR Laser Company	15%
NOROTOS INC	15%
NORTH AMERICAN RESCUE	15%
NORTH SAFETY PRODUCTS	15%
NRS	15%
O Baltor & Sons	15%
Oakley	15%
Occunomix International LLC	15%
ONGUARD INDUSTRIES, LLC	15%
OPEN AIR BRANDS, LLC	15%
Orchid Radio	15%
Original Swat Footwear Co	15%
ORION SAFETY PRODUCTS	15%
Orpaz LLC	15%
OTIS TECHNOLOGY, INC.	15%
OTTO INTERNATIONAL, INC.	15%
Outdoor Cap	15%

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OUTDOOR RESEARCH	15%
Pacific Headwear, Inc.	15%
Pannell Swim Shop Inc	15%
Parris Mfg Co	15%
PAULSON MANUFACTURING CORP	15%
PEERLESS HANDCUFF COMPANY	15%
PELICAN PRODUCTS INC	15%
PepperBall	15%
PERFECT FIT	15%
PERFORMANCE SYSTEMS	15%
Petra Roc, Inc.	15%
PETZL AMERICA	15%
PHILADELPHIA RAPID TRANSIT	15%
PHOENIX INT'L LTD	15%
Pickett Hosiery Mills, Inc.	15%
Pierside Promotions	15%
PIGEON MOUNTAIN INDUSTRIES INC	15%
Pinnacle Textile	15%
Plano Molding Company	15%
PM Adirondack	15%
Pocket Press, Inc.	15%
POINT BLANK ENTERPRISES	15%
Power Products Unlimited, Inc.	15%
PowerTraveller International	15%
Premier Comm Corp dba Pryme Ra	15%
PREMIER CROWN CORP	15%
Premier Emblem - HG	15%
PREMIER EMBLEMS	15%
PRESCO PRODUCTS CO	15%
Prestige Medical	15%
PRINCETON TEC	15%
PRO FEET INC	15%
PRO LOK	15%
PRO-FEET/EXECUSOX	15%
PROFORCE EQUIPMENT	15%
PROMARKETING INC	15%
Propper International Sales	15%
Protech Armored Prod/Safarilan	15%
PROTECTIVE INDUSTRIAL PRODUCTS	15%
PS Products Inc.	15%
Pudala Uniforms	15%
Pyramex	15%
Qalo	15%
Qingdao Hellena Fashion Co.,Lt	15%
Q-Series, LLC	15%
QUARTERMASTER	15%
QUIK-PIN LLC	15%

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R5 - HE03 Qingdao Hellena	15%
R5 - RI09 RICHARDSON CAPS	15%
RADIANS, INC.	15%
RAINE INC	15%
Rapid Assault Tools	15%
REEVES CO., INC.	15%
Reflect-A-Life	15%
REFLECTIVE APPAREL FACTORY, IN	15%
REGAL ALUMINUM PRODUCTS INC	15%
Remington Arms Co (Bushmaster)	15%
Renfro Corporation	15%
Resqme, Inc.	15%
REVISION MILITARY LTD	15%
RICHARDSON CAPS	15%
RICOH COMPANY (FORMERLY PENTAX	15%
RIDGE OUTDOORS USA INC	15%
RINGERS Technologies LLC	15%
RINGS MANUFACTURING	15%
RM Products	15%
Roadside Safety Supply Inc	15%
ROCKWOOD CORPORATION	15%
Rocky Brands Wholesale, LLC.	15%
Ross Glove Co	15%
ROTHCO	15%
RSR Group	15%
S & S Activewear	15%
S H RESOURCE CO, LTD.	15%
SAFARILAND, LLC.	15%
SAFETEC OF AMERICA INC	15%
Safety Flag Co	15%
SAM MEDICAL PRODUCTS	15%
Samson Manufacturing Corp	15%
SAMUEL BROOME UNIFORM ACCESSOR	15%
SANDPIPER OF CA	15%
Sanmar Corp.	15%
SANTA CRUZ GUNLOCKS, LLC	15%
SAS SAFETY CORP	15%
SAUNDERS MFG CO., INC.	15%
Sayre Enterprises, Inc.	15%
SCHUMACHER ELECTRIC CORP	15%
Security 20/20 Inc.	15%
SECURITY EQUIPMENT CORPORATION	15%
Seirus Innovation	15%
SELLMARK CORPORATION	15%
SETINA MFG CO INC	15%
Shadowfax Graphics	15%
SHELBY SPECIALTY GLOVE	15%

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Shellback Tactical, LLC	15%
Shooting Depot LLC	15%
Silynx Communications, Inc.	15%
SIRCHIE FINGER PRINT LABORATOR	15%
Skechers USA Inc	15%
SKEDCO INC	15%
SMITH & WARREN CO	15%
Smith & Wesson Corp.	15%
Smith Sport Optics	15%
SMITHS MEDICAL ASD	15%
SOG SPECIALTY KNIVES	15%
SOMAR CORPORATION	15%
SOUND UNIFORM GROUP LLC	15%
SOUNDOFF SIGNAL	15%
Source Hydration USA LLC	15%
SOUTHEASTERN SHIRT CORP.	15%
Southwest Boot Co	15%
Spike Strip Mfg	15%
SPORT SUPPLY GROUP, INC.	15%
SPORTIF USA	15%
SPYDERCO, INC.	15%
SRI Monogramming &	15%
STA-Brite Products	15%
STACK-ON PRODUCTS CO.	15%
Staedtler Mars LTD	15%
Star Headlight & Lantern Co.	15%
STEARNS WEAR	15%
STECK MANUFACTURING COMPANY, I	15%
Steiner USA	15%
Stitch Designers	15%
STRATTON HATS, INC.	15%
Streamlight	15%
STRONG LEATHER INC	15%
Strong Suit Inc	15%
Summatech Solutions LLC	15%
SUPER SEER CORPORATION	15%
Superfeet Worldwide, Inc.	15%
Supply Room Inc	15%
SUREFIRE LLC	15%
Survival Armor	15%
Swiftwick LLC	15%
TACT SQUAD GROUP, INC.	15%
Tactical Medical Solutions LLC	15%
Tactical Tailor, Inc	15%
TALENT CREATION	15%
Tango Down, Inc.	15%
TASC Performance, Inc.	15%

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TATJACKET	15%
TAYLOR'S LEATHERWEAR	15%
TEAMWALTERS	15%
Ted Blocker Holsters	15%
Tedder Industries LLC	15%
TerraLux Inc	15%
Texas Weapon Systems	15%
THE COLEMAN COMPANY, INC.	15%
THE KEYSTONE GROUP	15%
Thomas Printwroks/Visualogisti	15%
THORLO, INC	15%
Thyrm LLC	15%
Tifosi Optics, Inc.	15%
Timber Rock Marketing LLC	15%
TIMBERLAND CO	15%
TIMEX GROUP USA, INC.	15%
Tingley Rubber Corporation	15%
Todd A Moen Kreativ Launch LLC	15%
Tommie Copper	15%
Top Dawg Electronics	15%
TORFINO ENTERPRISES INC	15%
Training Center Pros Inc	15%
Transcend Information Inc	15%
TRANSPORTATION SAFETY APPAREL	15%
TRI FOXCO	15%
TRIDENT SECURITY & HOLDINGS LL	15%
Trijicon, Inc.	15%
TRI-MOUNTAIN	15%
TUFF PRODUCTS BRAND LLC	15%
TYR Tactical, LLC	15%
UBELT Co	15%
UK INTERNATIONAL	15%
UNDER ARMOUR	15%
UNIDEN CORPORATION OF AMERICA	15%
UNITED SHIELD INTERNATIONAL LL	15%
UNITED UNIFORM MANUFACTURING	15%
UNITY MANUFACTURING CO	15%
UNIVERSAL OVERALL COMPANY	15%
US Armor Corporation	15%
US Footwear Holdings LLC	15%
US NIGHT VISION CORPORATION	15%
V H BLACKINTON CO. INC.	15%
VAN HEUSEN CORPORATION	15%
Vanguard Industries West	15%
Vanguard Military Equipment Co	15%
Vertx	15%
VF IMAGEWEAR INC (BULWARK)	15%

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VF IMAGEWEAR INC (RED KAP)	15%
VF IMAGEWEAR INC (Workrite)	15%
VF IMAGEWEAR INC(HORACE SMALL)	15%
VF Workwear/Dickies	15%
VH Blackinton	15%
Viking Tactics, Inc.	15%
Viktos LLC	15%
Vista Outdoor Sales, LLC	15%
VLC Distribution Company, Inc	15%
W. LBOUM HAT CO INC	15%
WARSON GROUP, INC.	15%
WARWICK MILLS INC	15%
WATERSHED LLC	15%
Wawak	15%
WEBSTER INNOVATIONS	15%
WEINBRENNER SHOE COMPANY, INC.	15%
Wesol Distribution	15%
Western Shelter Systems	15%
Whelen Engineering Company Inc	15%
Whistler Group Inc	15%
White Horse Research & Develop	15%
WHITE KNIGHT ENGINEERED PROD.,	15%
White Swan-META	15%
Wilderness Solutions	15%
WILEY X, INC.	15%
William Hollister Qwik Codes	15%
Wise Company, Inc.	15%
Wolf Peak International Inc	15%
WOLFMARK NECKWEAR CORP	15%
Wolfpack Gear Inc	15%
Wolverine World Wide (Harley)	15%
Wolverine World Wide (Merrell)	15%
Wolverine World Wide, Inc.	15%
Wolverine Worldwide (Bates)	15%
Wrightsock	15%
WSI Sports	15%
YATES GEAR, INC	15%
YKK INC.	15%
Youngstown Glove Company	15%
ZAK TOOL INC	15%
Zan Headgear	15%
ZARC INTERNATIONAL	15%
Zero9 Solutions LTD	15%

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH GALLS, LLC THROUGH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG), CONTRACT NO. 2021-073, FOR FIRST RESPONDER UNIFORMS, ACCESSORIES, AND ALTERATION SERVICES FOR THE POLICE AND FIRE DEPARTMENTS; PROVIDING THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 9053 – AWARDED TO GALLS, LLC, FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $2,250,000.00).

WHEREAS, pursuant to Contract No. 2020-064, the North Central Texas Council of Governments (NCTCOG) Purchasing Network has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through the North Central Texas Council of Governments (NCTCOG) Purchasing Network programs at less cost than the City would expend if bidding these items individually; and

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

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items shown in the "File Number" referenced herein and on file in the office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

FILE NUMBER	VENDOR	AMOUNT
9053	Galls, LLC	$2,250,000.00

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to the North Central Texas Council of Governments (NCTCOG) Purchasing Network for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions,

specifications, standards, quantities, and for the specified sums contained in the bid documents and related documents filed with the North Central Texas Council of Governments (NCTCOG) Purchasing Network and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by the North Central Texas Council of Governments (NCTCOG) Purchasing Network, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be referenced herein; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to the North Central Texas Council of Governments (NCTCOG) Purchasing Network, and related documents herein approved and accepted.

SECTION 4. 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 5. By the acceptance and approval of the items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval of purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the city manager to enter into a development agreement between the City of Denton and TG Duchess Denton, LLC for the dedication of park land for a city park; authorizing the acceptance of land; and providing an effective date. The Parks, Recreation, and Beautification Board voted to recommend approval (5-0).

BACKGROUND

TG Duchess Denton, LLC, a Texas limited partnership, is the owner of a tract of land located in the Mary L. Austin Sruvey, Abstract No. 4 an addition to the City of Denton, Denton County, Texas. TG Duchess Denton, LLC approached the Parks and Recreation Department expressing their interest in dedicating approximately 6.718-acre tract to the City. Real Estate staff has conducted a review of the subject property and Parks and Recreation staff confirms there are no objections and agrees to accept the 6.718-acre property. The dedication shall be used exclusively for parkland and trails.

In addition, Capital Improvements, in partnership with Parks and Recreation, have begun design on the 2023 bond-approved Pecan Creek Trail sections 1, 3-4. This property is a critical component for connectivity in section 2 of the future Pecan Creek Trail. This parcel will help preserve open space in reference to the Parks Master Plan.

RECOMMENDATION

Staff recommends approval

ESTIMATED SCHEDULE OF PROJECT

As soon as land is acquired, Parks and Recreation will conduct any necessary repairs and improvements to new parkland as deemed necessary. Staff is currently working with the Real Estate team to acquire the remaining parcels along the Pecan Creek trail. Once property or access easements are acquired in section 2, the City will begin planning for the funding of the design for this section.

FISCAL INFORMATION

Parks and Recreation has identified Project Account Number 400356915.1360.30200 to cover feasibility and closing cost related to this transaction. Parks and Recreation estimates the park dedication and development fees associated with this site to be used on improvements within its zoned location.

There will be minimal maintenance costs to this parcel. Regular maintenance expenses will not be incurred until a trail has been constructed on the property as part of phase II of Pecan Creek Trail.

EXHIBITS
Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance and Agreement
Exhibit 3- Denton Site Plan

Respectfully submitted:
Allison Wing
Interim Director, Parks and Recreation

Prepared by:
Monica Martin
Park Planning Manager, Parks and Recreation

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DENTON AND TG DUCHESS DENTON, LLC FOR THE DEDICATION OF PARK LAND FOR A CITY PARK; AUTHORIZING ACCEPTANCE OF LAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Developer TG Duchess Denton, LLC, (the "Developer") intends to construct the Olivo Apartments consisting of 249 multi-family homes located south of Duchess Drive and east of South Mockingbird Lane in the City of Denton, Texas (the "Project"); and

WHEREAS, Chapter 22, Article III, Section 22-37 of the City of Denton Code of Ordinances (the "Code"), requires Developer dedicate parkland proportional to the number and type of dwelling units proposed for a residential subdivision, except that the City may, at its discretion, require Developer to pay a fee-in-lieu of dedication pursuant to Section 22-38 of the Code; and

WHEREAS, Chapter 22, Article III, Section 22-39 of the Code, requires Developer pay park development fees proportional to the number of new dwelling units; and

WHEREAS, pursuant to Chapter 22, Article III, Section 22-35 of the Code, the City and the Developer have negotiated an agreement providing for the dedication of park land and the payment of park development fees in accordance with Chapter 22 of the Code, as well as providing other terms, conditions, and obligations of the City and the Developer, in the form attached hereto as Exhibit "A" (the "Development Agreement"); and

WHEREAS, the Developer shall comply with Chapter 22, Article III, Section 22-37 and Chapter 22, Article III, Section 22-39 of the Code as outlined in the Development Agreement; and

WHEREAS, the City Council deems it in the best interest of the public to enter into the Development Agreement with Developer to provide the terms under which the Developer will make dedication of park land and pay park development fees; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this Ordinance are found to be true and are incorporated herein by reference.

SECTION 2. The City Manager or their designee is hereby authorized to execute on behalf of the City, a Development Agreement in substantially in the form attached hereto as Exhibit "A".

SECTION 3. The City Manager or their designee is authorized to receive land, accept payment of fees and deposits, to undertake the City's obligations as set forth in the Agreement, and to take other actions as determined by the City Manager or the City Attorney to be reasonable or efficient in the administration of the Agreement.

SECTION 4. This Ordinance shall become effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Scott Bray _____
Scott Bray
Deputy City Attorney

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EXHIBIT A

PARK DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into between TG Duchess Denton, LLC, a Texas limited liability company (the "Developer") and the City of Denton, a Texas home-rule municipal corporation (the "City") as of the Effective Date as provided below.

Introductory Provisions

Developer is the owner of and is currently developing a portion of a 18.897-acres, more or less, tract of land for residential use known as Denton Duchess which is located in the Mary L. Austin Survey, Abstract No. 4, City of Denton, Denton County, Texas (the "Project"). The Project consists of two-hundred forty nine (249) multifamily units on 12.179 acres.

Developer will dedicate 6.718 acres to the city of Denton as park land for public use (the "Park Land Lot"). The Park Land Lot, more particularly depicted on Exhibit "A", attached hereto, will be dedicated as park land by Special Warranty Deed, Exhibit "B" (the "Deed") and shall be recorded in the Plat Records of Denton County, Texas upon approval by the City of Denton.

The amount of park land dedication required by Chapter 22, Article III, Section 22-37 of the City's Code of Ordinances for the Project is 1.34 non flood plain acres or 4.02 flood-plain acres. The fees in lieu of land dedication total $74,949.00 (the "Park Land Dedication Requirement").

Developer and the City enter into this Agreement to confirm their agreement regarding, among other terms, (a) the Developer's dedication of the Park Land Lot to the City and (b) the City's acceptance of the Park Land Lot, to satisfy the park land dedication requirement in Chapter 22, Article III, Section 22-37 of the City's Code of Ordinances.

A. Agreements

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Park Land Dedication Lot
   Developer will dedicate the Park Land Lot shown on Exhibit A to the City as provided herein. The City and the Developer will work cooperatively to process Developer's dedication of the Park Land Lot.

   Developer shall provide a cash deposit or other alternative financial guarantee in a form approved by City in the amount of $74,949.00 (the "Deposit"). City may withhold approval of the final plat of the Project until Developer has delivered the Deposit. City shall reimburse the Deposit amount to Developer, without interest, upon dedication of the Park Land Lot as provided herein. If Developer fails to properly convey the Park

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Land Lot as provided herein, City shall apply the Deposit against any outstanding fees, including park dedication fees, owed by Developer, and City may keep any remainder. City's receipt and retention of all or any portion of the Deposit shall not constitute a waiver of any of City's rights or remedies at law or in equity, including City's right to receive park dedication fees and the full fee-in-lieu of land dedication.

No later than one (1) year after the issuance of a building permit for the Project by the City, Developer will dedicate the Park Land Lot to City by conveying a Special Warranty Deed in substantially the same form as attached hereto as Exhibit "B". The City and Developer shall prepare, execute, and record all documents related to the dedication and conveyance of the Park Land Lot at the Developer's sole expense. The dedication of the Park Land Lot fulfills Developer's total park land dedication requirements for the Project, in satisfaction of Chapter 22, Article III, Section 22-37 of the City's Code of Ordinances.

The Developer's dedication of the Park Land Lot under this Agreement is based on the type of development (multifamily) and the anticipated number of residential units to be developed on the Project. The Park dedication required by this Agreement for the Project was determined with the formula 249 units divided by 186 acres per dwelling unit for 1.34 acres of land for residential property. Floodplain can be dedicated at 3 to 1 ratio, or 4.02 acres. The total park land dedication is 6.718 acres, of which all acreage is within the floodplain.

The parties acknowledge that the size of the Park Land Lot exceeds the required land dedication. City accepts the additional 2.698 acres in lieu of fees in satisfaction of the park dedication required for the Project, in accordance with Chapter 22, Article III, Section 22-39 of the City's Code of Ordinances. Developer expressly acknowledges and agrees that both the execution of this Agreement and the transfer of the additional Park Land Lot is made voluntarily by the Developer and not as a requirement of the City under its Code of Ordinances, and Developer waives any claim related thereto that it may have under any theory of law against the City.

2. Park Development fees & Reimbursement. Park development fees for the Project will amount to **$433,509.00** for 249 units at $1,741.00 per multifamily unit pursuant to the Park Development Fees Requirement of Chapter 22, Article III, Section 22-39 of the City's Code of Ordinances. Park development fees shall be imposed at the time of building permit application and City will not issue building permits for the Project until Developer pays the park development fees in full.

3. Park Name. Naming of the Park will be directed by Resolution Number R20-1001, as amended, which outlines the naming policy guidelines for City buildings, facilities, land, or any portion thereof.

4. Waivers. The parties hereby agree:

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A. Nothing in this Agreement shall be considered an illegal impact fee or exaction. The Developer agrees and stipulates that all terms of Local Government Code Section 212.904 have been met by the City, including the requirement for Developer to dedicate the Park.
B. Developer and its related entities, successors, and assigns release and discharge the City, its past and present employees, officers, council members, attorneys, and other agents, contractors, and representatives from any and all claims, demands, controversies, and causes of action for breach of contract, takings, exactions, claims under Texas Local Government Code Chapter 395, and claims under the Private Real Property Rights Preservation Act, Texas Government Code Chapter 2007, and all claims for reimbursements and monies that relate to this Agreement, except for the reimbursement of the Deposit in accordance with Section 1 hereof.
C. Developer waives any right to appeal the requirement to dedicate the Park in accordance with the terms of this Agreement pursuant to Section 22-42 of the City's Code of Ordinances.

5. **Indemnification. DEVELOPER SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, ATTORNEYS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST: (I) ANY ADMINISTRATIVE OR INVESTIGATIVE PROCEEDING BY ANY GOVERNMENTAL AUTHORITY DIRECTLY OR INDIRECTLY RELATED TO A CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, ARISING FROM DEVELOPER'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; (II) ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION WHICH DIRECTLY OR INDIRECTLY CONTESTS OR CHALLENGES THE LEGAL AUTHORITY OF THE CITY OR DEVELOPER TO ENTER INTO THIS AGREEMENT; (III) ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION BROUGHT BY AN ASSIGNEE OF DEVELOPER RELATED TO APPROVAL OF AN ASSIGNMENT BEING WITHHELD BY THE CITY; AND (IV) ANY AND ALL LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND DISBURSEMENTS) THAT ANY INDEMNITEES SUFFER OR INCUR AS A RESULT OF ANY ACTION OR OMISSION OF INDEMNITEES PURSUANT TO THIS AGREEMENT; PROVIDED, HOWEVER, THAT DEVELOPER SHALL HAVE NO OBLIGATION UNDER THIS PARAGRAPH TO THE CITY WITH RESPECT TO ANY OF THE FOREGOING ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR THE BREACH BY THE CITY OF THIS AGREEMENT.**

B. Miscellaneous

1. This Agreement contains the full and complete agreement of the parties hereto, and all prior negotiations and agreements pertaining to the subject matter hereof, are expressly merged in this Agreement. Each party hereto disclaims any reliance on any facts, promises, undertakings, or representations (oral or written) made by any other party, or

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his agent or attorneys, prior to or contemporaneous to the date of execution of this Agreement.

2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

3. All parties acknowledge that this Agreement is the result of substantial negotiation between the parties. All parties further acknowledge that each party and its legal counsel have reviewed, revised, and contributed to this Agreement; so that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, nor any amendments or exhibits thereto.

4. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

   To City:
   City Manager
   City of Denton
   City Hall
   215 E. McKinney
   Denton, Texas 76201

   To Developer:
   TG Duchess Denton, LLC
   14241 Dallas Parkway, Suite 1090
   Dallas, Texas 75254

6. This Agreement shall be construed under the laws of the State of Texas and is fully performable in Denton County, Texas. Exclusive venue for any suit to enforce the terms and conditions of this Agreement shall be a court of competent jurisdiction in Denton County, Texas.

Docusign Envelope ID: E4BEF60D-DF47-446F-82A5-902C5520DDA1

7. This Agreement may be executed in multiple counterparts, by one or more signatories, separately and each of such counterparts shall be deemed an original for all purposes, and all such signed counterparts shall constitute but one and the same instrument.

8. This Agreement shall automatically terminate upon the recordation of the Deed and the reimbursement of the Deposit to the Developer or the then-current owner of the Project, as applicable; provided however that Developer's indemnification obligations under Section 3 hereof shall survive such termination.

9. Except as provided herein, the rights and obligations of either Party to this Agreement shall not be assigned without the express written consent of both Parties. Notwithstanding the foregoing, Developer may assign to a subsequent owner of the Park Land Lot (a) its obligation to dedicate the Park Land Lot consistent with this Agreement and (b) its right to receive a return of the Deposit, provided Developer is not in breach of any provision of this Agreement, by providing written notice of such assignment to the City, which notice shall be signed by Developer and its assignee.

Signed to be effective the __4th___ day of ____May_____, 2026 (the "Effective Date").

[*signatures on following page*]

Docusign Envelope ID: E4BEF60D-DF47-446F-82A5-902C5520DDA1

DEVELOPER:

TG DUCHESS DENTON, LLC,
A Texas limited liability company

By: Griffin Neal
Griffin Neal

Title: Authorized Signer

CITY OF DENTON:

By: _____
Cassey Ogden
Interim City Manager
215 E. McKinney
Denton, Texas 76201

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: Scott Bray Scott Bray
Deputy City Attorney

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

Signed by:
Allison Wing
75387A6F0F1B4F3...
Allison Wing, Interim Director, Parks and Recreation

Docusign Envelope ID: E4BEF60D-DF47-446F-82A5-902C5520DDA1

ACKNOWLEDGMENTS

STATE OF TEXAS }

COUNTY OF DENTON }

The foregoing Development Agreement was executed before me on the ____ day of _____, 2026 by Cassey Ogden, Interim City Manager of the City of Denton, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

_____
Notary Public

_____
Printed Name
My commission expires: _____
My commission is in _____ County.

STATE OF TEXAS }

COUNTY OF ~~DENTON~~ Dallas }

The foregoing Development Agreement was executed before me on the __4th__ day of _____May_____, 2026 by Griffin Neal, the __Authorized Signer_____ of TG Duchess Denton, LLC, a Texas limited liability company, on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Tiffany N Morales
_____
Notary Public

TIFFANY N. MORALES
Notary Public, State of Texas
Comm. Expires 03-02-2027
Notary ID 10549187

Tiffany N. Morales
_____
Printed Name
My commission expires: March 2, 2027
My commission is in Texas ~~County~~.

Docusign Envelope ID: E4BEF60D-DF47-446F-82A5-902C5520DDA1

Exhibit "A"

Park Land Lot

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Docusign Envelope ID: E4BEF60D-DF47-446F-82A5-902C5520DDA1

METES AND BOUNDS DESCRIPTION

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COMMENCING at PK Nail found in the west line of said 18.897 acre tract, being the southeast corner of Eagle Cove, an addition to the City of Denton according to the plat recorded in Document No. 2021-269, O.P.R.D.C.T., the northerly northeast corner of a called 318.937 acre tract of land described in a deed to Staff Realty Inc., recorded in Document Number 94-0006845 O.P.R.D.C.T. from which a set 5/8-inch iron rod (with cap stamped "Quiddity Eng. Property Corner") for the northwest corner of said 18.897 acre tract, bears North 01 Degrees 43 Minutes 04 Seconds East, a distance of 747.92 feet;

THENCE South 01 Degrees 07 Minutes 37 Seconds West, with the west line of said 18.897 acre tract, a distance of 38.14 to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng. Property Corner") and the **POINT OF BEGINNING;**

THENCE over and across said 18.897 acre tract, the following courses:

North 60 Degrees 27 Minutes 17 Seconds East, a distance of 118.41 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng. Property Corner");

North 29 Degrees 32 Minutes 43 Seconds West, a distance of 40.92 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng. Property Corner");

North 58 Degrees 00 Minutes 50 Seconds East, a distance of 20.02 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng. Property Corner");

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North 60 Degrees 27 Minutes 17 Seconds East, a distance of 14.13 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng. Property Corner");

East, a distance of 513.24 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng. Property Corner");

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South 32 Degrees 48 Minutes 16 Seconds East, a distance of 8.08 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng. Property Corner");

South 75 Degrees 29 Minutes 13 Seconds East, a distance of 10.34 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng. Property Corner");

North 75 Degrees 05 Minutes 52 Seconds East, a distance of 66.99 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng. Property Corner");

South 89 Degrees 20 Minutes 55 Seconds East, a distance of 67.44 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng. Property Corner") in the west line of a Tract II, a called 11.2380 acre tract of land described in deed to K & C Triple Crown Partners, LP, recorded in Document Number 2012-147876, O.P.R.D.C.T.;

THENCE South 00 Degrees 39 Minutes 05 Seconds West, along the common line between said 18.897 acre tract and said Tract II, a distance of 333.98 feet to the center of Pecan Creek;

THENCE along the center of said Pecan Creek, the following courses:

South 65 Degrees 24 Minutes 45 Seconds West, a distance of 22.30 feet;

South 83 Degrees 36 Minutes 34 Seconds West, a distance of 31.09 feet;

South 41 Degrees 38 Minutes 09 Seconds West, a distance of 94.16 feet;

North 52 Degrees 34 Minutes 20 Seconds West, a distance of 32.76 feet;

North 80 Degrees 54 Minutes 34 Seconds West, a distance of 36.06 feet;

North 61 Degrees 33 Minutes 29 Seconds West, a distance of 50.72 feet;

North 69 Degrees 24 Minutes 28 Seconds West, a distance of 39.15 feet;

South 89 Degrees 06 Minutes 44 Seconds West, a distance of 47.25 feet;

North 37 Degrees 09 Minutes 55 Seconds West, a distance of 41.09 feet;

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North 28 Degrees 05 Minutes 22 Seconds West, a distance of 62.15 feet;

North 41 Degrees 55 Minutes 43 Seconds West, a distance of 41.87 feet;

South 82 Degrees 14 Minutes 19 Seconds West, a distance of 82.11 feet;

THENCE North 84 Degrees 08 Minutes 12 Seconds West, departing the center of said Pecan Creek, along the remains of a wire fence, at a distance of 442.06 feet passing a found PK Nail in fence post, and continuing for a total distance of 450.12 feet to a point for corner;

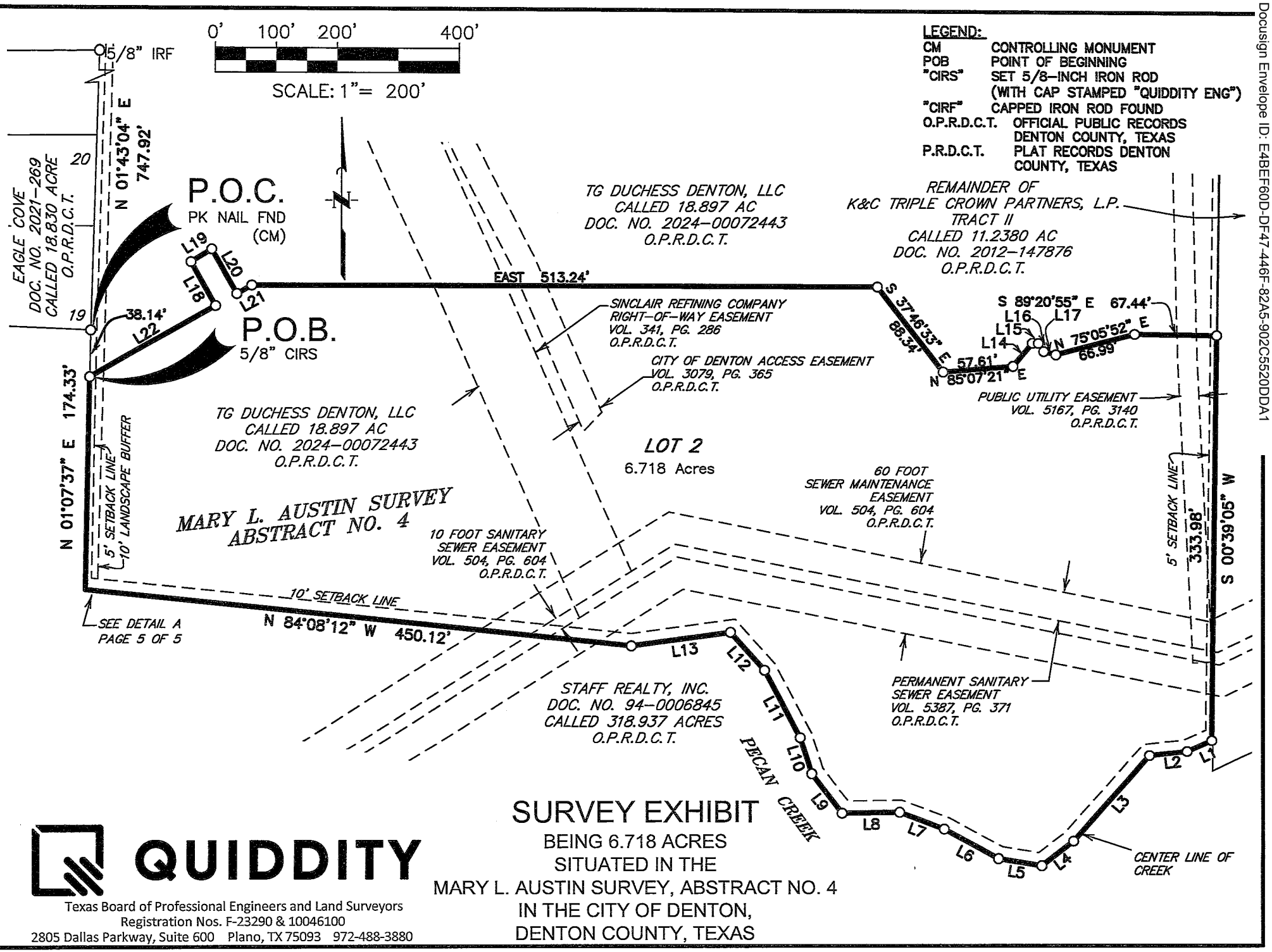
THENCE North 01 Degrees 07 Minutes 37 Seconds East, along the west line of said 18.897 acre tract, at a distance of 6.58 feet passing a found PK Nail in fence post, along the remains of a wire fence, continuing for a total distance of 212.47 feet to the **POINT OF BEGINNING** and containing 6.718 acres more or less.



Quiddity Engineering, LLC
2805 Dallas Parkway, Suite 600
Plano, Texas 75093
(972) 488-3880
Texas Board of Professional Engineers and Land Surveyors
Registration No. 10046100

4/1/2020

Acting By/Through Eduardo Martinez
Registered Professional Land Surveyor
No. 5774
EMartinez@quiddity.com



SURVEY EXHIBIT

BEING 6.718 ACRES
SITUATED IN THE
MARY L. AUSTIN SURVEY, ABSTRACT NO. 4
IN THE CITY OF DENTON,
DENTON COUNTY, TEXAS

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2805 Dallas Parkway, Suite 600 Plano, TX 75093 972-488-3880

JOB No. 16899-0006 JDB2/EM

K:\16899\16899-0007-01 Olivo Apartments\1 Surveying Phase\CAD Files\Final Dwg\16899-0006-00 Denton Duchess Exhibit.dwg Apr 01,2026 - 7:59a
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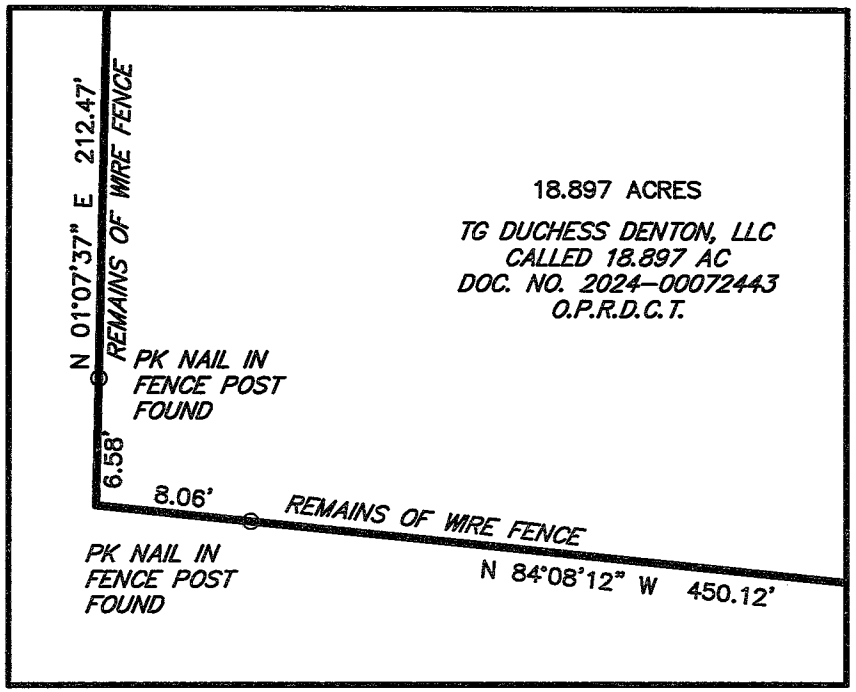
Docusign Envelope ID: E4BEF60D-DF47-446F-82A5-902C5520DDA1

DETAIL A

SCALE: 1" = 10'



LINE	BEARING	DISTANCE
L1	S 65°24'45" W	22.30'
L2	S 83°36'34" W	31.09'
L3	S 41°38'09" W	94.16'
L4	S 52°34'20" W	32.76'
L5	N 80°54'34" W	36.06'
L6	N 61°33'29" W	50.72'
L7	N 69°24'28" W	39.15'
L8	S 89°06'44" W	47.25'
L9	N 37°09'55" W	41.09'
L10	N 17°33'06" W	31.36'
L11	N 28°05'22" W	62.15'
L12	N 41°55'43" W	41.87'
L13	S 82°14'19" W	82.11'
L14	N 39°52'28" E	24.73'
L15	S 88°57'34" E	5.00'
L16	S 32°48'16" E	8.08'
L17	S 75°29'13" E	10.34'
L18	N 29°32'43" W	40.92'
L19	N 58°00'50" E	20.02'
L20	S 29°32'43" E	41.78'
L21	N 60°27'17" E	14.13'
L22	N 60°27'17" E	118.41'



SURVEY EXHIBIT

BEING 6.718 ACRES
SITUATED IN THE
MARY L. AUSTIN SURVEY, ABSTRACT NO. 4
IN THE CITY OF DENTON,
DENTON COUNTY, TEXAS

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors
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JOB No. 16899-0006 JDB2/EM

Docusign Envelope ID: E4BEF60D-DF47-446F-82A5-902C5520DDA1

Exhibit "B"

Special Warranty Deed

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF DENTON §

That **TG Duchess Denton, LLC,** a Texas limited liability company (herein called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration to Grantor in hand paid by the **City of Denton**, a Texas Home Rule Municipal Corporation (herein called "Grantee"), having a mailing address of 215 E. McKinney Street, Denton, Texas 76201, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee all of that certain approximate 6.718-acre tract or parcel of real property, together with appurtenances thereon and improvements thereto, including all right, title and interest in all adjacent public streets and public rights-of-way (if any), more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES (the "Property").

This conveyance is made by Grantor and accepted by Grantee subject to any easements, restrictions and other matter described in Exhibit "B" attached hereto and incorporated herein by reference (collectively, the "Permitted Exceptions").

Grantor, subject to the limitation of such reservation made herein, reserves, for themselves, their heirs, devisees, successors, and assigns all oil, gas, and other minerals in, on, and under and that may be produced from the Property. Grantor, their heirs, devisees, successors, and assigns shall not have the right to use or access the surface of the Property, in any way, manner, or form, in connection with or related to the reserved oil, gas, and other minerals, and/or related to exploration and/or production of the oil, gas and other minerals reserved herein, including without limitation, use or access of the surface of the Property for the location of any well or drill sites, well bores, whether vertical or any deviation from vertical, water wells, pit areas, seismic activities, tanks or tank batteries, pipelines, roads, electricity or other utility infrastructure, and/or for subjacent or lateral support for any surface facilities or well bores, or any other infrastructure or improvement of any kind or type in connection with or related to the reserved oil, gas, and other minerals, and/or related to the exploration or production of same.

Docusign Envelope ID: E4BEF60D-DF47-446F-82A5-902C5520DDA1

As used herein, the term "other minerals" shall include oil, gas, and all associated hydrocarbons and shall exclude (i) all substances that any reasonable extraction, mining, or other exploration and/or production method, operation, process, or procedure would consume, deplete, or destroy the surface of the Property; and (ii) all substances which are at or near the surface of the Property. The intent of the parties hereto is that the meaning of the term "other minerals" as utilized herein, shall be in accordance with that set forth in *Reed v. Wylie*, 597 S.W.2d 743 (Tex. 1980).

As used herein, the term "surface of the Property" shall include the area from the surface of the earth to a depth of five hundred feet (500') below the surface of the earth and all areas above the surface of the earth.

Grantor hereby assigns to Grantee, without recourse or representation, any and all claims and causes of action that Grantor may have for or related to any defects in, or injury to, the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

[Signature page follows]

Docusign Envelope ID: E4BEF60D-DF47-446F-82A5-902C5520DDA1

EXECUTED the 4th day of May, 2026 (the "Effective Date").

GRANTOR:

TG Duchess Denton, LLC
a Texas limited liability company

By: Griffin Neal
Name: Griffin Neal
Title: Authorized Signer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on May 4th, 2026, by Griffin Neal, the Authorized Signer of TG Duchess Denton, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas
My commission expires: March 2, 2027

Upon Filing Return To:
City of Denton
Capital Projects – Real Estate
401 N. Elm Street
Denton, Texas 76201

Property Tax Bills To:
City of Denton Finance Department
215 E. McKinney Street
Denton, Texas 76201

TIFFANY N. MORALES
Notary Public, State of Texas
Comm. Expires 03-02-2027
Notary ID 10549187

Docusign Envelope ID: E4BEF60D-DF47-446F-82A5-902C5520DDA1

Exhibit "A"

Docusign Envelope ID: E4BEF60D-DF47-446F-82A5-902C5520DDA1

METES AND BOUNDS DESCRIPTION

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COMMENCING at PK Nail found in the west line of said 18.897 acre tract, being the southeast corner of Eagle Cove, an addition to the City of Denton according to the plat recorded in Document No. 2021-269, O.P.R.D.C.T., the northerly northeast corner of a called 318.937 acre tract of land described in a deed to Staff Realty Inc., recorded in Document Number 94-0006845 O.P.R.D.C.T. from which a set 5/8-inch iron rod (with cap stamped "Quiddity Eng. Property Corner") for the northwest corner of said 18.897 acre tract, bears North 01 Degrees 43 Minutes 04 Seconds East, a distance of 747.92 feet;

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North 80 Degrees 54 Minutes 34 Seconds West, a distance of 36.06 feet;

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Quiddity Engineering, LLC
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Plano, Texas 75093
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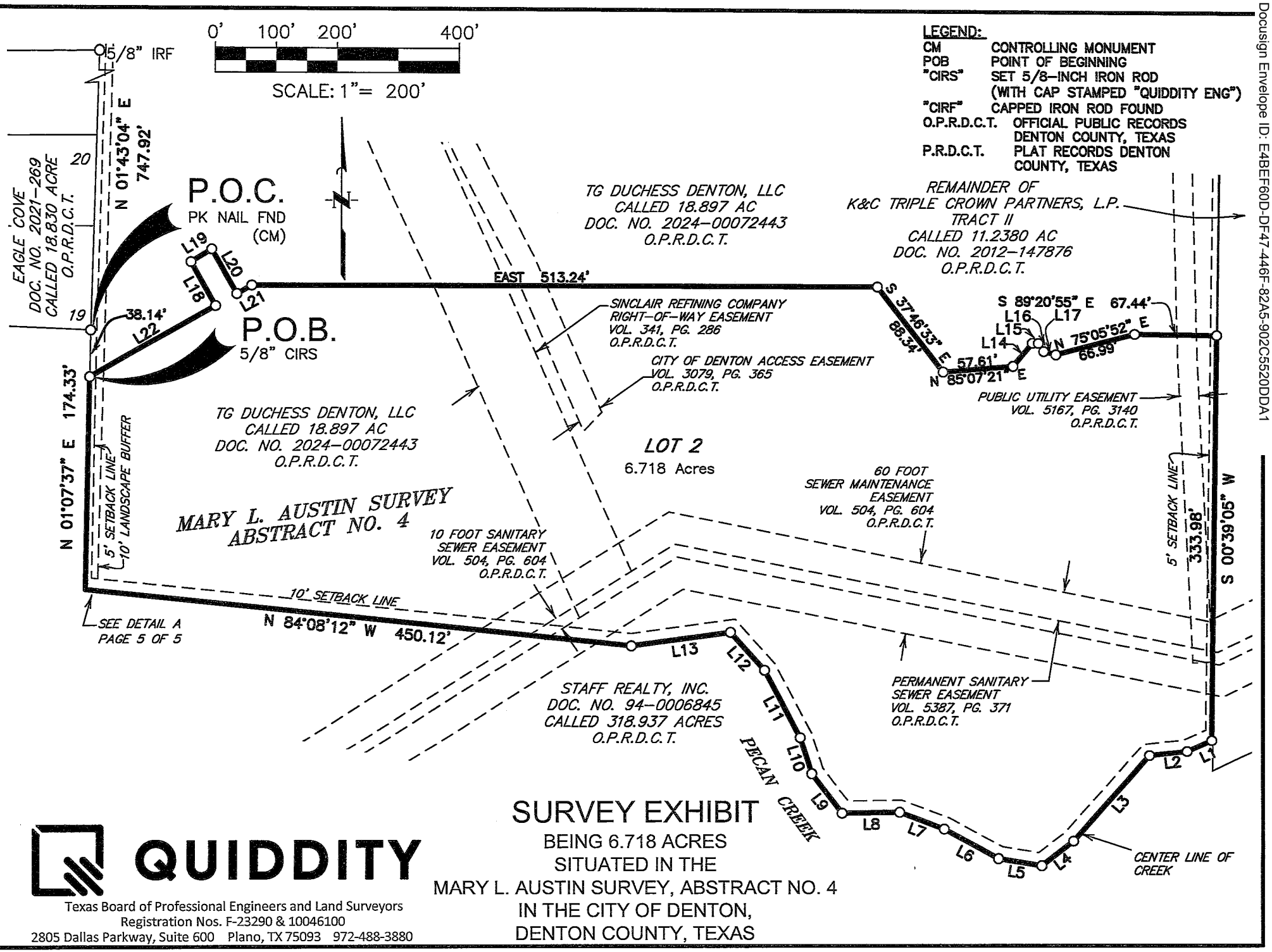
Registration No. 10046100

4/1/2020

Acting By/Through Eduardo Martinez
Registered Professional Land Surveyor
No. 5774
EMartinez@quiddity.com



SURVEY EXHIBIT

BEING 6.718 ACRES
SITUATED IN THE
MARY L. AUSTIN SURVEY, ABSTRACT NO. 4
IN THE CITY OF DENTON,
DENTON COUNTY, TEXAS

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2805 Dallas Parkway, Suite 600 Plano, TX 75093 972-488-3880

JOB No. 16899-0006 JDB2/EM

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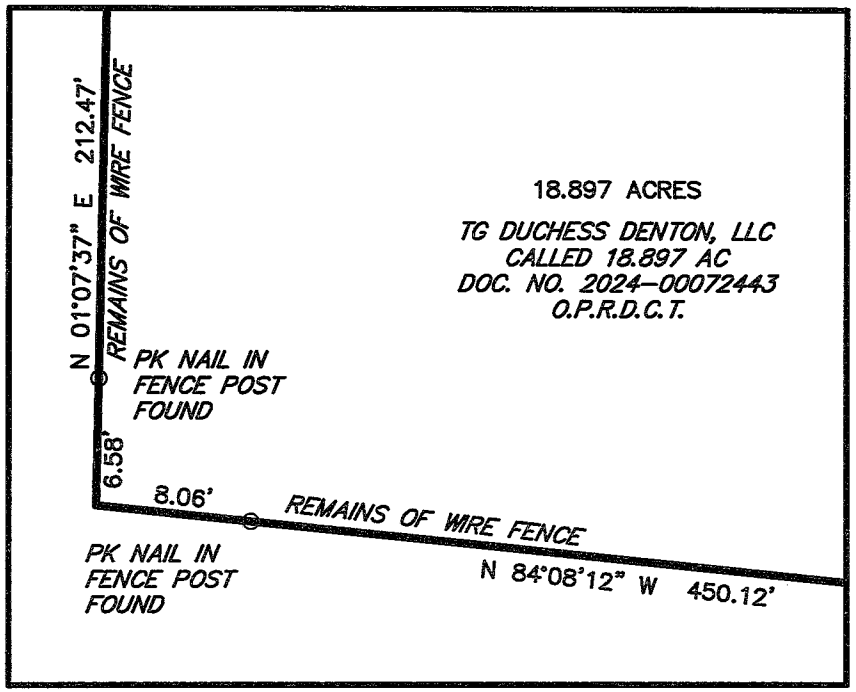
DETAIL A

SCALE: 1" = 10'



LINE	BEARING	DISTANCE
L1	S 65°24'45" W	22.30'
L2	S 83°36'34" W	31.09'
L3	S 41°38'09" W	94.16'
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L5	N 80°54'34" W	36.06'
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L8	S 89°06'44" W	47.25'
L9	N 37°09'55" W	41.09'
L10	N 17°33'06" W	31.36'
L11	N 28°05'22" W	62.15'
L12	N 41°55'43" W	41.87'
L13	S 82°14'19" W	82.11'
L14	N 39°52'28" E	24.73'
L15	S 88°57'34" E	5.00'
L16	S 32°48'16" E	8.08'
L17	S 75°29'13" E	10.34'
L18	N 29°32'43" W	40.92'
L19	N 58°00'50" E	20.02'
L20	S 29°32'43" E	41.78'
L21	N 60°27'17" E	14.13'
L22	N 60°27'17" E	118.41'

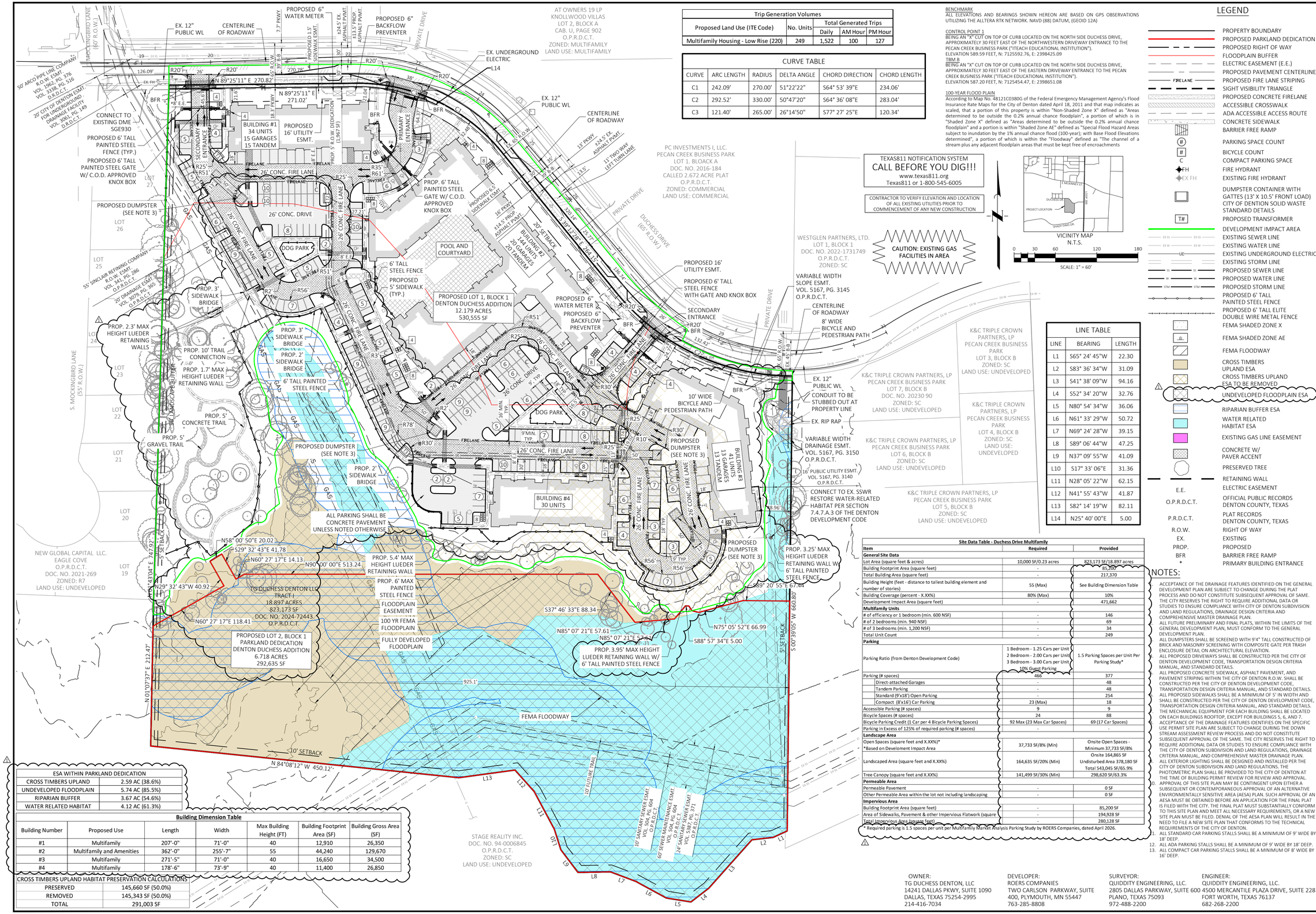


SURVEY EXHIBIT

BEING 6.718 ACRES
SITUATED IN THE
MARY L. AUSTIN SURVEY, ABSTRACT NO. 4
IN THE CITY OF DENTON,
DENTON COUNTY, TEXAS

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2805 Dallas Parkway, Suite 600 Plano, TX 75093 972-488-3880

JOB No. 16899-0006 JDB2/EM



Trip Generation Volumes				
Proposed Land Use (ITE Code)	No. Units	Total Generated Trips		
		Daily	AM Hour	PM Hour
Multifamily Housing - Low Rise (220)	249	1,522	100	127

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	242.09'	270.00'	51°22'22"	S64° 53' 39"E	234.06'
C2	292.52'	330.00'	50°47'20"	S64° 36' 08"E	283.04'
C3	121.40'	265.00'	26°14'50"	S77° 27' 25"E	120.34'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S65° 24' 45"W	22.30
L2	S83° 36' 34"W	31.09
L3	S41° 38' 09"W	94.16
L4	S52° 34' 20"W	32.76
L5	N80° 54' 34"W	36.06
L6	N61° 33' 29"W	50.72
L7	N69° 24' 28"W	39.15
L8	S89° 06' 44"W	47.25
L9	N37° 09' 55"W	41.09
L10	S17° 33' 06"E	31.36
L11	N28° 05' 22"W	62.15
L12	N41° 55' 43"W	41.87
L13	S82° 14' 19"W	82.11
L14	N25° 40' 00"E	5.00

BENCHMARK
ALL ELEVATIONS AND BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS UTILIZING THE ALLTERA RTK NETWORK. NAVD (88) DATUM, (GEOID 12A)

CONTROL POINT 1
BEING AN "X" CUT ON TOP OF CURB LOCATED ON THE NORTH SIDE DUCHESS DRIVE, APPROXIMATELY 30 FEET EAST OF THE NORTHWESTERN DRIVEWAY ENTRANCE TO THE PECAN CREEK BUSINESS PARK ("ITEACH EDUCATIONAL INSTITUTION").
ELEVATION 589.59 FEET, N: 7125592.76, E: 2398425.09

TBM B
BEING AN "X" CUT ON TOP OF CURB LOCATED ON THE NORTH SIDE DUCHESS DRIVE, APPROXIMATELY 30 FEET EAST OF THE EASTERN DRIVEWAY ENTRANCE TO THE PECAN CREEK BUSINESS PARK ("ITEACH EDUCATIONAL INSTITUTION").
ELEVATION 587.20 FEET, N: 7125454.47, E: 2398651.08

100-YEAR FLOOD PLAIN
According to Map No. 48121C0380G of the Federal Emergency Management Agency's Flood Insurance Rate Maps for the City of Denton dated April 18, 2011 and that map indicates as scaled, that a portion of this property is within "Non-Shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance floodplain", a portion of which is in "Shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance floodplain" and a portion is within "Shaded Zone AE" defined as "Special Flood Hazard Areas subject to inundation by the 1% annual chance flood (100-year); with Base Flood Elevations determined", a portion of which is within the "Floodway" defined as "The channel of a stream plus any adjacent floodplain areas that must be kept free of encroachments

TEXAS811 NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
www.texas811.org
Texas811 or 1-800-545-6005

CONTRACTOR TO VERIFY ELEVATION AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY NEW CONSTRUCTION

CAUTION: EXISTING GAS FACILITIES IN AREA

0 30 60 120 180
SCALE: 1" = 60'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED PARKLAND DEDICATION
- PROPOSED RIGHT OF WAY
- FLOODPLAIN BUFFER
- ELECTRIC EASEMENT (E.E.)
- PROPOSED PAVEMENT CENTERLINE
- PROPOSED FIRE LANE STRIPING
- SIGHT VISIBILITY TRIANGLE
- PROPOSED CONCRETE FIRELANE
- ACCESSIBLE CROSSWALK
- ADA ACCESSIBLE ACCESS ROUTE
- CONCRETE SIDEWALK
- BARRIER FREE RAMP
- PARKING SPACE COUNT
- BICYCLE COUNT
- COMPACT PARKING SPACE
- FIRE HYDRANT
- EXISTING FIRE HYDRANT
- DUMPSTER CONTAINER WITH GATTES (13' X 10.5' FRONT LOAD) CITY OF DENTION SOLID WASTE STANDARD DETAILS
- PROPOSED TRANSFORMER
- DEVELOPMENT IMPACT AREA
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING STORM LINE
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED STORM LINE
- PROPOSED 6' TALL PAINTED STEEL FENCE
- PROPOSED 6' TALL ELITE DOUBLE WIRE METAL FENCE
- FEMA SHADED ZONE X
- FEMA SHADED ZONE AE
- FEMA FLOODWAY
- CROSS TIMBERS UPLAND ESA
- CROSS TIMBERS UPLAND ESA TO BE REMOVED
- UNDEVELOPED FLOODPLAIN ESA
- RIPARIAN BUFFER ESA
- WATER RELATED HABITAT ESA
- EXISTING GAS LINE EASEMENT
- CONCRETE W/ PAVER ACCENT
- PRESERVED TREE
- RETAINING WALL
- E.E. ELECTRIC EASEMENT
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TEXAS
- R.O.W. RIGHT OF WAY
- EX. EXISTING
- PROP. PROPOSED
- BFR BARRIER FREE RAMP
- * PRIMARY BUILDING ENTRANCE

Site Data Table - Duchess Drive Multifamily		
Item	Required	Provided
General Site Data		
Lot Area (square feet & acres)	10,000 SF/0.23 acres	823,173 SF/18.897 acres
Building Footprint Area (square feet)	-	85,200
Total Building Area (square feet)	-	217,370
Building Height (feet - distance to tallest building element and number of stories)	55 (Max)	See Building Dimension Table
Building Coverage (percent - X.XX%)	80% (Max)	10%
Development Impact Area (square feet)	-	471,662
Multifamily Units		
# of efficiency or 1 bedroom (min. 600 NSF)	-	146
# of 2 bedrooms (min. 940 NSF)	-	69
# of 3 bedrooms (min. 1,200 NSF)	-	34
Total Unit Count	-	249
Parking		
Parking Ratio (from Denton Development Code)	1 Bedroom - 1.25 Cars per Unit 2 Bedroom - 2.00 Cars per Unit 3 Bedroom - 3.00 Cars per Unit 10% Guest Parking	1.5 Parking Spaces per Unit Per Parking Study*
Parking (# spaces)	466	377
Direct-attached Garages	-	48
Tandem Parking	-	48
Standard (9'x18') Open Parking	-	254
Compact (8'x16') Car Parking	23 (Max)	18
Accessible Parking (# spaces)	9	9
Bicycle Spaces (# spaces)	24	88
Bicycle Parking Credit (1 Car per 4 Bicycle Parking Spaces)	92 Max (23 Max Car Spaces)	69 (17 Car Spaces)
Parking in Excess of 125% of required parking (# spaces)	-	-
Landscape Area		
Open Spaces (square feet and X.XX%)* *Based on Development Impact Area	37,733 SF/8% (Min)	Onsite Open Spaces - Minimum 37,733 SF/8% Onsite 164,865 SF
Landscaped Area (square feet and X.XX%)	164,635 SF/20% (Min)	Undisturbed Area 378,180 SF Total 543,045 SF/65.9%
Tree Canopy (square feet and X.XX%)	141,499 SF/30% (Min)	298,620 SF/63.3%
Permeable Area		
Permeable Pavement	-	0 SF
Other Permeable Area within the lot not including landscaping	-	0 SF
Impervious Area		
Building Footprint Area (square feet)	-	85,200 SF
Area of Sidewalks, Pavement & other Impervious Flatwork (square	-	194,928 SF
Total Impervious Area (square feet)	-	280,128 SF

* Required parking is 1.5 spaces per unit per Multifamily Market Analysis Parking Study by ROERS Companies, dated April 2026.

ESA WITHIN PARKLAND DEDICATION	
CROSS TIMBERS UPLAND	2.59 AC (38.6%)
UNDEVELOPED FLOODPLAIN	5.74 AC (85.5%)
RIPARIAN BUFFER	3.67 AC (54.6%)
WATER RELATED HABITAT	4.12 AC (61.3%)

Building Dimension Table						
Building Number	Proposed Use	Length	Width	Max Building Height (FT)	Building Footprint Area (SF)	Building Gross Area (SF)
#1	Multifamily	207'-0"	71'-0"	40	12,910	26,350
#2	Multifamily and Amenities	362'-0"	255'-7"	55	44,240	129,670
#3	Multifamily	271'-5"	71'-0"	40	16,650	34,500
#4	Multifamily	178'-6"	73'-9"	40	11,400	26,850

CROSS TIMBERS UPLAND HABITAT PRESERVATION CALCULATIONS	
PRESERVED	145,660 SF (50.0%)
REMOVED	145,343 SF (50.0%)
TOTAL	291,003 SF

NOTES:
1. ACCEPTANCE OF THE DRAINAGE FEATURES IDENTIFIED ON THE GENERAL DEVELOPMENT PLAN ARE SUBJECT TO CHANGE DURING THE PLAT PROCESS AND DO NOT CONSTITUTE SUBSEQUENT APPROVAL OF SAME. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL DATA OR STUDIES TO ENSURE COMPLIANCE WITH CITY OF DENTON SUBDIVISION AND LAND REGULATIONS, DRAINAGE DESIGN CRITERIA AND COMPREHENSIVE MASTER DRAINAGE PLAN.
2. ALL FUTURE PRELIMINARY AND FINAL PLATS, WITHIN THE LIMITS OF THE GENERAL DEVELOPMENT PLAN, MUST CONFORM TO THE GENERAL DEVELOPMENT PLAN.
3. ALL DUMPSTERS SHALL BE SCREENED WITH 9'4" TALL CONSTRUCTED OF BRICK AND MASONRY SCREENING WITH COMPOSITE GATE PER TRASH ENCLOSURE DETAIL ON ARCHITECTURAL ELEVATION.
4. ALL PROPOSED DRIVEWAYS SHALL BE CONSTRUCTED PER THE CITY OF DENTON DEVELOPMENT CODE, TRANSPORTATION DESIGN CRITERIA MANUAL, AND STANDARD DETAILS.
5. ALL PROPOSED CONCRETE SIDEWALK, ASPHALT PAVEMENT, AND PAVEMENT STRIPING WITHIN THE CITY OF DENTON R.O.W. SHALL BE CONSTRUCTED PER THE CITY OF DENTON DEVELOPMENT CODE, TRANSPORTATION DESIGN CRITERIA MANUAL, AND STANDARD DETAILS.
6. ALL PROPOSED SIDEWALKS SHALL BE A MINIMUM OF 5' IN WIDTH AND SHALL BE CONSTRUCTED PER THE CITY OF DENTON DEVELOPMENT CODE, TRANSPORTATION DESIGN CRITERIA MANUAL, AND STANDARD DETAILS.
7. THE MECHANICAL EQUIPMENT FOR EACH BUILDING SHALL BE LOCATED ON EACH BUILDINGS ROOFTOP, EXCEPT FOR BUILDINGS 5, 6, AND 7.
8. ACCEPTANCE OF THE DRAINAGE FEATURES IDENTIFIES ON THE SPECIFIC USE PERMIT SITE PLAN ARE SUBJECT TO CHANGE DURING THE DOWN STREAM ASSESSMENT REVIEW PROCESS AND DO NOT CONSTITUTE SUBSEQUENT APPROVAL OF THE SAME. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL DATA OR STUDIES TO ENSURE COMPLIANCE WITH THE CITY OF DENTON SUBDIVISION AND LAND REGULATIONS, DRAINAGE CRITERIA MANUAL, AND COMPREHENSIVE MASTER DRAINAGE PLAN.
9. ALL EXTERIOR LIGHTING SHALL BE DESIGNED AND INSTALLED PER THE CITY OF DENTON SUBDIVISION AND LAND REGULATIONS. THE PHOTOMETRIC PLAN SHALL BE PROVIDED TO THE CITY OF DENTON AT THE TIME OF BUILDING PERMIT REVIEW FOR REVIEW AND APPROVAL.
10. APPROVAL OF THIS SITE PLAN MAY BE CONTINGENT UPON EITHER A SUBSEQUENT OR CONTEMPORANEOUS APPROVAL OF AN ALTERNATIVE ENVIRONMENTALLY SENSITIVE AREA (AESA) PLAN. SUCH APPROVAL OF AN AESA MUST BE OBTAINED BEFORE AN APPLICATION FOR THE FINAL PLAT IS FILED WITH THE CITY. THE FINAL PLAT MUST SUBSTANTIALLY CONFORM TO THIS SITE PLAN AND MEET ALL NECESSARY REQUIREMENTS, OR A NEW SITE PLAN MUST BE FILED. DENIAL OF THE AESA PLAN WILL RESULT IN THE NEED TO FILE A NEW SITE PLAN THAT CONFORMS TO THE TECHNICAL REQUIREMENTS OF THE CITY OF DENTON.
11. ALL STANDARD CAR PARKING STALLS SHALL BE A MINIMUM OF 9' WIDE BY 18' DEEP.
12. ALL ADA PARKING STALLS SHALL BE A MINIMUM OF 9' WIDE BY 18' DEEP.
13. ALL COMPACT CAR PARKING STALLS SHALL BE A MINIMUM OF 8' WIDE BY 16' DEEP.

OWNER:
TG DUCHESS DENTON, LLC
14241 DALLAS PKWY, SUITE 1090
DALLAS, TEXAS 75254-2995
214-416-7034

DEVELOPER:
ROERS COMPANIES
TWO CARLSON PARKWAY, SUITE 400, PLYMOUTH, MN 55447
763-285-8808

SURVEYOR:
QUIDDITY ENGINEERING, LLC.
2805 DALLAS PARKWAY, SUITE 600
PLANO, TEXAS 75093
972-488-2200

ENGINEER:
QUIDDITY ENGINEERING, LLC.
4500 MERCANTILE PLAZA DRIVE, SUITE 228
FORT WORTH, TEXAS 76137
682-268-2200

No.	Date	REVISION
1	05/27/2021	SUP DEVIATION

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046300
4500 Mercantile Plaza Drive, Suite 228 • Fort Worth, TX 76137 • 682.268.2200

DATE: APRIL 2026
JOB NO.: 16899-0006-00
DESIGNED BY: HTF
CHECKED BY: JFS
DRAWN BY: AM

STATE OF TEXAS
JOSHUA F. SCHULIK
134957
LICENSED PROFESSIONAL ENGINEER
04/06/2026

DENTON DUCHESS
CEP 25 - 0035

OVERALL SITE PLAN

TRACT 1
MARY L. AUSTIN SURVEY
ABSTRACT NO. 4
18.897 ACRES
823,173 SF
EX. ZONING: SC
PROPOSED ZONING: SC
EXISTING LAND USE: UNDEVELOPED
PROPOSED LAND USE: MULTIFAMILY
S23-0005
CEP25-0035

SHEET NO.
C6.01

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ICM: Cassey Ogden

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas, regarding a Municipal Services Agreement, pursuant to Tex. Loc. Gov't. Code Sec. 43.0672, between the City of Denton and Coy Mark and Carolyn Rollins for the provision of city services to approximately 2.94 acres of land, generally located 1,671 feet east of Mayhill Road, north of Mills Road; approving a schedule of annexation; authorizing the City Manager to execute the agreement; and providing an effective date. (A26-0001, Rollins Annexation, Angie Manglaris)

BACKGROUND

The owner, Coy Mark and Carolyn Rollins, (hereafter referred to as "Owner"), had a non-annexation agreement (ordinance 2012-363), which expired on August 1, 2020. Pursuant to Council direction, the City corresponded with the Owner on multiple occasions, including April 23, 2024, June 13, 2024, and April 13, 2026 to offer a new non-annexation agreement, but the Owner has not responded. By operation of the expired non-annexation agreement, the Owner has filed a written petition with the City for voluntary annexation of approximately 2.940 acres of land, generally located 1,671 feet east of Mayhill Road and north of Mills Road (hereafter referred to as "Subject Property").

In accordance with State Law, Non-Annexation Agreements (NAAs) were initially offered to property owners between 2010 and 2016 when the City was in the process of annexing land area within the Extra-Territorial Jurisdiction (ETJ). Texas Local Government Code Section 43.016 requires municipalities to offer NAAs to property owners of land area the City is interested in annexing if that land area is appraised for tax purposes as having agricultural, wildlife management, or timber use. In addition, the City also offered NAAs to properties used as single-family residences. NAAs entered into during this initial time period had an original expiration date of August 2020. In 2020, City Council directed staff to offer extensions of the NAAs to August 2040. In accordance with State Law, the total duration of the NAA shall not exceed 45 years.

The general requirements of the NAAS are as follows:

- The property may only be used for single-family residential, agricultural, wildlife, timber, or related uses.
- City of Denton regulations apply to proposed development.
- Development applications and building permits must be submitted and approved through the City of Denton.
- Land may be subdivided into smaller parcels via plating, provided the minimum lot size is at least 5 acres.
- Notification must be provided to the City if the property is sold.

- Properties with agriculture, wildlife management, or timberland exemptions are required to provide notice to the City if there is a change in exemption status.
- If the property owner does not abide by these requirements, or if the NAA expires, the City may proceed with annexation of the property.

Following Council direction in 2020, staff began engaging with property owners with expired NAAs in an effort to enter into new agreements with 2040 expiration dates. Between 2020 and 2021 a majority of property owners with expired NAAs entered into new agreements; however, 18 NAAs remained expired.

In 2024, staff revisited the topic of expired NAAs with City Council. Direction was given to contact the property owners of the 18 expired agreements to extend the NAAs and pursue annexation for any remaining expired NAAs. Initial letters offering NAA extensions were mailed in May 2024 with follow-up letters in June prior to the initial response deadline of June 21, 2024. Additional letters were mailed in September 2024, and a final letter was sent to the property owner on April 13, 2026 via certified mail. Eight (8) NAAs remain expired, and the City has begun the process of annexing these areas.

If at any point during the annexation process the property owner indicates a desire to reenter into a NAA rather than be annexed into the City, staff will work with the owner to receive an updated agreement and suspend the annexation proceedings. Given the number of expired NAAs, staff will bring forward the annexation cases singularly or in groups based on parcel size, beginning with the smallest parcels.

Approval of this Municipal Services Agreement is the first of several steps required for a voluntary annexation based upon the requirements of TXLGC Sec. 43.0672 and the City's Charter as outlined below:

1. **Approval of a Municipal Services Agreement**
2. Adoption of a Service Plan
3. Annexation Public Hearing
4. First Reading of Annexation Ordinance
5. Publication of Annexation Ordinance
6. Second Reading and Adoption of Annexation Ordinance

The first four of these items are on this agenda, with this being the first required step in the process. Following the first reading of the annexation ordinance, the ordinance must be published in the newspaper, and the second reading is required to occur at least 30 days following ordinance publication.

Due to annexation law, under Subchapter C-3 (TXLGC Sec. 43.0672), a municipality that elects to annex an area upon request of owners must first negotiate and enter into a written Service Agreement with the owners of the land in the area for the provision of services in the area. The attached Municipal Services Agreement contains the City's standard Service Plan for annexations regarding streets, water, wastewater, police and fire protection, and park services.

The subject property is situated on the north side of Mills Road, approximately 1,671 feet east of Mayhill Road. The property to the north of the Subject Property is situated within the City of Denton's Extraterritorial Jurisdiction (ETJ) and subject to a non-annexation agreement. The properties to the east, and west of the Subject Property are situated within the City limits and zoned Rural Residential (RR). Mills Road, abutting the Subject Property to the south, is a two-lane roadway, classified as a Secondary Arterial per the 2022 Mobility Plan and Thoroughfare Map.

The Subject Property is located in a transitional area of the City. The Future Land Use map reflects a Moderate Residential designation along the western portion of the Subject Property which transitions to a Low Residential designation along the eastern portion of the site. The descriptions for the Future Land Use categories are provided below:

Low Residential:
This category includes the city's predominantly single-family neighborhoods, with lot sizes ranging from one acre or more in rural fringe areas up to five units per acre gross density throughout many of the city's suburban subdivisions. Dwellings in this land use district are generally one to two stories with private driveways and open space, consisting of privately maintained tree canopy and front, back and side yards. Building and driveway orientation, the locations of private garages, building material, and the presence of sidewalks vary by neighborhood and the era of neighborhood development. Generally, these types of single-family neighborhoods are developed as distinct subdivisions that are linked by internal circulation systems with limited access to local and connector roads. This category may also include land uses that support residential neighborhoods, such as appropriately scaled commercial at arterial and collector street corners, and appropriately scaled public and quasi-public uses, such as religious and educational institutions.

Moderate Residential:
This category accommodates single-family detached housing on small lots, typical of Denton's more compact, established single-family neighborhoods and low-rise multi-family dwellings and townhomes. This land use applies to areas within the central areas of Denton and transition areas between established single-family neighborhoods and mixed-use or commercial areas that can accommodate greater density, or adjacent to key corridors. Dwellings in this future land use category vary in scale and style and may contain a great deal of diversity by each street and block. Most areas are characterized by rectilinear lots with modest front yards. Most streets are lined by sidewalks, but this is not prevailing throughout. Development is linked by local streets and is most commonly accessed by multiple intersections and points of access. While the land use primarily includes single-family dwellings, multi-family dwellings, and townhomes may be located in this land use as well. While the quality of multi-family dwellings and townhomes currently varies, in the case of future infill development, they should maintain a scale, style, and building orientation in order to complement the prevailing character of its surroundings. This category may also include land uses that support residential neighborhoods, such as neighborhood scaled commercial at arterial and collector street corners, and appropriately scaled public and quasi-public uses, such as religious and educational institutions.

The Subject Property is not currently being served with City water or sewer.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

December 18, 2012	City Council	Non-Annexation Agreement	Approved through 2020

Recommendation:
Staff recommends approval of the Municipal Services Agreement and annexation schedule.

OPTIONS
1. Approve
2. Deny
3. Postpone Item

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Draft Municipal Services Agreement and Annexation Schedule Ordinance
Exhibit 4 - Presentation

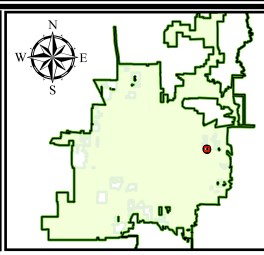
Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Angie Manglaris, AICP
Assistant Planning Director

A26-0001
Aerial Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



0 55 110 220 Feet

CITY OF DENTON
Development Services · GIS
Date: 5/6/2026

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS REGARDING A MUNICIPAL SERVICES AGREEMENT, PURSUANT TO TEX. LOC. GOV'T. CODE SEC. 43.0672, BETWEEN THE CITY OF DENTON AND COY MARK AND CAROLYN ROLLINS FOR THE PROVISION OF CITY SERVICES TO APPROXIMATELY 2.94 ACRES OF LAND, GENERALLY LOCATED 1,671 FEET EAST OF MAYHILL ROAD, NORTH OF MILLS ROAD; APPROVING A SCHEDULE OF ANNEXATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. (A26-0001)

WHEREAS, Coy Mark & Carolyn J. Rollins (hereafter referred to as "Owner"), owns approximately 2.94 acres of land in Denton County, Texas as described in **Exhibit A** attached hereto and incorporated herein ("Property"); and

WHEREAS, the Owner had a non-annexation agreement, ordinance 2012-363, which expired on August 1, 2020; and

WHEREAS, pursuant to Council direction, City corresponded with the Owner on multiple occasions, including April 23, 2024, June 13, 2024, and April 13, 2026, to offer a new annexation agreement, but the Owner has not responded; and

WHEREAS, by operation of the expired non-annexation agreement, the city is proceeding with the annexation under the "Three Year Plan" issued on April 6, 2010; and

WHEREAS, the City of Denton has offered to enter into a written Municipal Services Agreement with the Owner of the real property subject to a petition for voluntary annexation, pursuant to Tex. Loc. Gov't. Code Sec. 43.0672, that contains (1) the services that the City of Denton will provide on the effective date of the annexation and (2) a schedule that includes the period within which the City of Denton will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, the City Council of the City of Denton finds it to be in the best interest of the citizens of Denton to enter into a Municipal Services Agreement with the Owner; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The Municipal Services Agreement ("Agreement"), made in accordance with applicable provisions of state law pertaining to annexation, is approved and attached hereto as **Exhibit B** and is made a part hereof for all intents and purposes.

SECTION 3. The City Manager, or designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City of Denton under the Agreement.

SECTION 4. The schedule of annexation attached hereto as **Exhibit C** is approved and adopted for this annexation.

SECTION 5. Should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. This Ordinance shall be effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon _____

EXHIBIT A
LEGAL DESCRIPTION

Being a 3.940 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated August 17, 1998 from Coy Rollins and wife, Charlie May Rollins, to Coy Mark Rollins and Carolyn J. Morrissey, filed for record on September 3, 1998, and recorded in Volume 4168, Page 1828, of the Real Property Records of Denton County, Texas, SAVE and EXCEPT:

A 1.000 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated April 29, 1996 from Coy Lee Rollins and wife, Charlie Mae Rollins, to Coy Mark Rollins and Carolyn J. Morrissey, filed for record on May 7, 1996, and recorded in Clerk's File Number 96-R0031263, of the Real Property Records of Denton County, Texas.

Leaving 2.940 acres of land, more or less, that is commonly known as DCAD Property ID 206236.

EXHIBIT B
MUNICIPAL SERVICES AGREEMENT

MUNICIPAL SERVICES AGREEMENT

This Municipal Service Agreement ("Agreement") is entered into this 19th day of May 2026, by and between the City of Denton, a Texas home-rule municipality ("City"), and the property owner, Coy Mark & Carolyn J. Rollins (hereafter referred to as "Owner").

RECITALS:

WHEREAS, Section 43.0671 of the TLGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Owner owns the tract of land, totaling approximately 2.94 acres of land located in the City's extraterritorial jurisdiction, as described in Exhibit A and depicted in Exhibit B, incorporated herein by reference ("the Property"); and

WHEREAS, the Owner's non-annexation agreement expired on August 1, 2020, and the Owner has not renewed it; thus, City is proceeding with annexation under the "Three Year Plan" issued on April 6, 2010, via Annexation Case No. A26-0001 ("Annexation Case"); and

WHEREAS, the City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Denton City Council.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services available by any method or means by which the City makes such municipal services available to any other area of the City, including per the

City's infrastructure extension policies, ordinances, and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

A. Police

Police protection from City's Police Department shall be provided to the Property at a level consistent with current methods and procedures presently provided to areas with similar topography, land use, and population density, on the effective date of the ordinance. Some of these services include:

1. Normal patrols and responses;
2. Handling of complaints and incident reports;
3. Special units, such as traffic enforcement, investigations and special weapons; and
4. Coordination with other public safety support agencies.

As development commences on the Property, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with other areas in the City having similar characteristics of topography, land use, and population density.

Upon ultimate development, police protection will be provided at a level consistent with other areas within the city limits having similar characteristics of topography, land use, and population density.

B. Fire Protection

The Denton Fire Department (DFD) will provide emergency and fire prevention services to the Property. These services include:

1. Fire suppression and rescue;
2. Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
3. Hazardous materials response and mitigation;
4. Emergency prevention and public education efforts;
5. Technical rescue response; and
6. Construction Plan Review and required inspections.

Fire protection from the City of Denton shall be provided to the Property at a level consistent with current methods and procedures presently provided to areas of the City of Denton having similar characteristics of topography, land use, and population density, on the effective date of the ordinance.

As development commences in the Property, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with other areas having similar characteristics of topography, land use, and population

density. It is anticipated that fire stations planned to serve areas currently within the City of Denton will be sufficient to serve the Property.

Upon ultimate development, fire protection will be provided at a level consistent with other areas within the city limits having similar characteristics of topography, land use, and population density.

C. Emergency Medical Service

The Denton Fire Department (DFD) will provide the following emergency and safety services to the Property. These services include:

1. Emergency medical dispatch and pre-arrival First Aid instructions;
2. Pre-hospital emergency Advanced Life Support (ALS) response; and transport;
3. Medical rescue services.

Emergency Medical Services (EMS) from the City of Denton shall be provided to the Property at a level consistent with current methods and procedures presently provided to areas of the City of Denton having similar characteristics of topography, land use, and population density, on the effective date of the ordinance.

As development commences on the Property, sufficient EMS, including personnel and equipment will be provided to furnish these areas with the level of services consistent with other areas of the City having similar characteristics of topography, land use, and population density.

Upon ultimate development, EMS will be provided at a level consistent with other within the city limits having similar characteristics of topography, land use, and population density.

D. Solid Waste

The City of Denton is the sole provider and hauler for solid waste collection and disposal services within the city limits, including but not limited to, preconstruction activities, construction activities, and ultimately residential, multi-family, or commercial activities, and recycling services. Solid waste and recycling collection services will be provided to the Property immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to areas within the city having similar characteristics of topography, land use, and population density. Customers receiving their existing services from private solid waste collection service providers operating on the Property immediately prior to annexation may continue to utilize their existing service for up to 2 years in accordance with Texas Local Government Code. Should that private service end prior to the expiration of the two (2) year term, the customer must initiate solid waste and recycling services with the City of Denton, pursuant to Chapter 24 of the Code of Ordinances.

E. Wastewater Facilities

The Property is located within the City of Denton Sewer Service Area as defined by Certificate of Convenience and Necessity (CCN) Number 20072, as issued by the Public Utility Commission (PUC).

Connections to existing City of Denton wastewater distribution mains for wastewater service will be provided in accordance with the Denton Development Code, associated Water/Wastewater Criteria Manual, and existing City ordinances and policies. Upon connection to existing distribution mains, wastewater service will be provided at rates established by city ordinance. Owner will provide all on-site public utility easements that are necessary to protect, install, safely operate and maintain the wastewater infrastructure, on a form acceptable to the City, and at no cost to the City.

As development commences on the Property, sanitary sewer mains will be extended in accordance with the provisions of the Denton Development Code, Design Criteria Manual, ordinances and regulations. If required, City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations. Capacity shall be provided consistent with other areas having similar characteristics of topography, land use, and population density. The sanitary sewer infrastructure shall be compatible and consistent with the City's wastewater master plan.

Upon annexation, sanitary sewer mains and lift stations which are located within dedicated utility easements, public rights-of-way, or any other acceptable locations approved by the Director of Water Utilities, shall be maintained by the City on the effective date of this ordinance, if installed or improved to City standards within the annexed areas.

Operation and maintenance of wastewater facilities and infrastructure lying within the service area of another water utility will be the responsibility of that utility. Similarly, operation and maintenance of private wastewater facilities will be maintained to City standards at the expense of the private property owner.

F. <u>Water Facilities</u>

The Property is located within the City of Denton Water Service Area as defined by Certificate of Convenience and Necessity (CCN) Number 10195 as issued by the Public Utility Commission (PUC).

Connections to existing City of Denton water distribution mains for water service will be provided in accordance with the Denton Development Code, associated Design Criteria Manual, and existing City ordinances and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance.

As new development occurs within the Property, cost participation for extensions of water distribution mains - if required - shall be in accordance with the Denton Development Code, Design Criteria Manual, and with existing City ordinances and policies. Water service capacity shall be provided consistent with service to areas of the City having similar characteristics of topography, land use and population density. The water infrastructure shall be compatible and consistent with the City's water master plan.

Operation and maintenance of water facilities and infrastructure that lie within the service area of another water utility will be the responsibility of that utility.

Existing developments, businesses or homes that are on individual water wells or private water systems will be allowed to remain on those systems until a request for water service is made to the City. These requests for service will be handled in accordance with the applicable utility service line extension and connection policies currently in place at the time the request for service is received. Owner will provide all on-site public utility easements that are necessary to protect, install, safely operate and maintain the water infrastructure, on a form acceptable to the City, and at no cost to the City.

G. Roads and Streets

Emergency street maintenance, defined as repairs necessary to prevent imminent damage or injury to the health or safety of the public or any person, as determined by the Director of Public Works, shall be provided within the Property upon the effective date of the annexation ordinance. Routine maintenance will be provided within the Property and will be scheduled as part of the City's annual program, in accordance with the current policies and procedures defined by ordinance, or otherwise established by the City Council.

Any construction or reconstruction will be considered within the Property on a Citywide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council.

Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs, in conformance with fiscal allotments by the City Council. If an existing sign remains, it will be reviewed and placed on the City's inventory listing for routine replacement, based upon an engineering study. New signs will be installed when necessary, based upon an engineering study.

Routine maintenance of road/street markings will be evaluated and scheduled within the yearly budgetary allotments by the City Council.

H. Drainage

Connections to existing City of Denton drainage facilities will be provided in accordance with the Denton Development Code, associated Design Criteria Manual, and with existing City ordinances and policies, but only to the extent existing on-site drainage facilities are not compliant with the Denton Development Code. Drainage fees will be assessed at the rates established by city ordinance and will be charged on the utility bill after annexation. All runoff, whether directly tied into the system or not, impacts the system and will be charged.

As new development occurs within the Property, drainage facilities will be extended or improved by the developer as required to remain compliant with the Denton Development Code. Any cost participation shall be in accordance with the Denton Development Code,

Design Criteria Manual, and with existing City ordinances and policies. Drainage facilities extended by the City will have to be a Capital Improvement Project (CIP) project and bonds will need to be sold. Drainage capacity shall be provided consistent with other areas of the City having similar characteristics of topography, land use and population density.

Existing developments, businesses or homes that are on existing drainage systems will be allowed to continue to remain on these systems until a request for drainage facilities is made to the City. Any requests for City improvements to existing drainage facilities will be handled in accordance with the applicable extension and connection policies currently in place at the time the request for improved drainage facilities is received by the City. Owner will provide all on-site public utility easements that are necessary to protect, install, safely operate and maintain the drainage infrastructure, on a form acceptable to the City, and at no cost to the City. These will be ranked in the CIP project matrix, in accordance with the City Drainage Plan.

I. Electric

The Property will be served with electricity distribution service in the most cost-effective manner; provided, however, that before Owner may enter into a contract with an electricity distribution service provider, (i) Owner shall provide the City with any and all bona fide offers that Owner has received from electricity distribution service providers that can legally serve the Property and (ii) the City shall have 30 business days to provide to Owner Denton Municipal Electric's ("DME") offer to provide distribution electricity service to the Property; and provided further, that if DME's offer is substantially similar to the most cost-effective offer from another distribution electricity service provider that can legally serve the Property, then Owner will obtain electricity distribution service from DME. The term "substantially similar" means that the terms of the offers provide the approximately the same level of service at approximately the same start-up cost to Owner. Electric rates applicable to customers within the Property will be pursuant to the then applicable DME rates as approved by the Denton City Council.

Such electricity service offers will be based upon the following terms:

1. The electricity distribution service provider will extend electric distribution facilities as necessary to serve full development of the Property. The electricity distribution service provider will evaluate the cost associated with service extension through the undeveloped area to determine if Aid-in-Construction is required. The electricity distribution service provider is responsible for installation of all primary-voltage electrical cables, transformers, switchgear, streetlight poles and LED streetlight fixtures, streetlight cables, single-family residential services, and other necessary electric distribution and transmission system equipment in compliance with Electric Service Standards and Line Extension Policies currently in place at the time of development, whether onsite or offsite as necessary to provide adequate and reliable electric service to the Property.

2. Owner will provide all on-site public utility easements to the electricity distribution provider that are necessary to protect, install, safely operate and maintain the electric infrastructure, at no cost to the City. PUEs will be 8 feet in width adjacent to street rights-of-way in single family residential areas, and 15 feet in width adjacent to Primary and Secondary Arterial rights-of-way (20 feet where duct banks are required). Easements will be conveyed through the platting process unless the electricity distribution service provider requests an easement be transferred by separate instrument. The provider agrees to joint trench installation of other franchised utilities such as telephone, cable tv, fiber optic cables, or other non-gas utilities within the designated public utility easements as long as those utilities are on an edge shelf of the trench and not placed directly above the electric facilities.

3. Existing overhead electric distribution lines, which are located in the public rights-of-way, will be relocated by the electricity distribution service provider at no cost to the Owner when development adjacent to the existing electric line requires the line to be relocated in order to accommodate the adjacent development as long as the relocation is also to an overhead position. If Owner requests the relocation be placed underground, then Owner shall be responsible for the difference in cost between the overhead relocation and the underground relocation as reasonably determined and demonstrated by the electricity distribution service provider. Existing overhead electric distribution lines not owned by the electricity distribution service provider will be relocated underground by the owner of the lines if so required to comply with the Denton Development Code.

4. Owner will comply with those City approved policies within the DME Electric Service Standards (ESS), as amended, that are available on the City website and uniformly applied within the City, including the specifications for street lighting.

5. All new distribution electric service within the Property shall be placed underground except for necessary above ground appurtenances such as streetlights, switchgear and transformers. The City shall have the right to inspect the electric facilities prior to placing such facilities into use.

J. <u>Parks, Playgrounds, Swimming Pools</u>

Residents of the Property may utilize all existing park and recreation facilities as a resident of the effective date of this ordinance. The park dedication and development ordinance shall apply to the Property for residential development.

In addition, park and recreation facilities shall be constructed based on park policies defined in the Parks, Recreation and Trails System Master Plan and other existing City ordinances and policies.

K. **Publicly Owned Facilities.** Any publicly owned facility, , or service located within the Property, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Denton on the effective date of the annexation ordinance.

L. **Permitting and Inspections.** Permitting and Inspections shall be obtained through the City of Denton, as outlined in the Code of Ordinances.

M. **Other Services.** Other services that may be provided by the City of Denton, such as municipal and general administration, will be made available as of the effective date of the annexation. The City of Denton shall provide a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City of Denton having similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

4. UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

Nothing in this Agreement shall require City to provide a uniform level of full municipal services to each area of the City, including the Property, if different characteristics of topography, land use, and population density justify different levels of service.

5. AUTHORITY

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. EFFECTIVE DATE; TERM

The effective date of this Agreement is the date of the annexation of the Property. This Agreement shall be valid for a term of ten (10) years from the Effective Date.

7. VENUE AND GOVERNING LAW

Venue shall be in the state courts located in Denton County, Texas or the United States District Court for the Eastern District of Texas. This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Texas.

8. GOVERNMENTAL POWERS. It is understood that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

9. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10. COUNTERPARTS

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

11. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. SUCCESSORS AND ASSIGNS

The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties to this Agreement and stand as obligations running with the land until satisfied in full, regardless of how the Property is developed.

13. ENTIRE AGREEMENT; AMENDMENT.

This Agreement constitutes the complete agreement of the parties to this Agreement and supersedes all prior written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties. The Parties stipulate that this Agreement does not constitute a permit for development under Chapter 245 of the Texas Local Government Code.

The parties have executed this Agreement on the date first above written.

OWNER

_____
By: Coy Mark & Carolyn J. Rollins

CITY OF DENTON

By: _____
City Manager, Deputy City Manager, or
Assistant City Manager

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED

as to financial and operational
obligations and business terms.

Signature

Director
Title

Development Services
Department

Date Signed: 05/11/2026

APPROVED AS TO LEGAL FORM:

Mack Reinwand, City Attorney

By: _____

EXHIBIT A
LEGAL DESCRIPTION

Being a 3.940 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated August 17, 1998 from Coy Rollins and wife, Charlie May Rollins, to Coy Mark Rollins and Carolyn J. Morrissey, filed for record on September 3, 1998, and recorded in Volume 4168, Page 1828, of the Real Property Records of Denton County, Texas, SAVE and EXCEPT:

A 1.000 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated April 29, 1996 from Coy Lee Rollins and wife, Charlie Mae Rollins, to Coy Mark Rollins and Carolyn J. Morrissey, filed for record on May 7, 1996, and recorded in Clerk's File Number 96-R0031263, of the Real Property Records of Denton County, Texas.

Leaving 2.94 acres of land, more or less, that is commonly known as DCAD Property ID 206236.

EXHIBIT B
LOCATION MAP

EXHIBIT C
ANNEXATION SCHEDULE

Annexation

04/13/2026 **Petition for Annexation submitted**

04/28/2026 Deadline to submit notice to Denton Record Chronicle and City Website for publication before the 16th day before the public hearing on May 19, 2026 *(published on Sunday, May 3, 2026)*

05/11/2026 Deadline to submit backup for posting of City Council Agenda for Meeting on February 17, 2026

05/19/2026 Annexation **Municipal Service Agreement** – IC (*Required prior to annexation per 43.0672),*
Annexation **Service Plan** – IC (*Required prior to annexation per 43.0672),*
Annexation **Public Hearing** – PH (*Only one public hearing is required per 43.0673),*
AND
First Reading of annexation ordinance – IC (*per City Charter*)

05/24/2026 Publish Ordinance in the newspaper (*Charter Sec. 1.03; cannot be acted on for 30 days*)

07/14/2026 CC by 4/5ths vote takes final action – IC *(Regular meeting)*
Second Reading of annexation ordinance.
Adoption of annexation ordinance *(30 days+ post publication per Charter Sec. 1.03)*

Post-Annexation Adoption Procedures:

1. Notification to Comptroller
2. Notification to DOJ
3. File certified copy of ordinances with the Denton County Clerk
4. File certified copy of ordinances with the Denton CAD
5. Revise City Map
6. Notify Utilities (Customer Service) utilitybilling@cityofdenton.com

A26-0001
Rollins Annexation
Municipal Services Agreement

Angie Manglaris, AICP

Assistant Planning Director

May 19, 2026

CITY OF DENTON

Request

- Consider adoption of an ordinance approving a **Municipal Services Agreement** for approximately **2.94 acres of land** located on the north side of Mills Road, approximately 1,671 feet east of Mayhill Road.

- Approving a **Schedule of Annexation**



Background

- Property owner had a non-annexation agreement that expired in August of 2020
- A new non-annexation agreement has not been signed
- Development includes a small structure on site.
- There are no utilities on site.



Municipal Services Agreement

- ✓ Police
- ✓ Fire Protection
- ✓ Emergency Medical Service
- ✓ Solid Waste
- ✓ Wastewater Facilities
- ✓ Water Facilities
- ✓ Roads and Streets
- ✓ Drainage
- ✓ Parks, Playgrounds, Swimming Pools
- ✓ Publicly Owned Facilities
- ✓ Permitting and Inspections
- ✓ Other Services

Annexation Schedule

- **May 19, 2026**
  - Municipal Services Agreement – Action Required
  - Service Plan – Action Required
  - Public Hearing – No Action
  - First Reading of the Annexation Ordinance – No Action

- **May 23, 2026**
  - Publication of Annexation Ordinance

- **July 14, 2026**
  - Second Reading and Adoption of the Annexation Ordinance – Action Required

QUESTIONS?

Angie Manglaris, AICP
Assistant Planning Director
Development Services

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ICM: Cassey Ogden

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas, regarding the issuance of a Service Plan, pursuant to Tex. Loc. Gov't. Code Sec. 43.056, for property owned by Coy Mark and Carolyn Rollins for the provision of city services to approximately 2.94 acres of land, generally located 1,671 feet east of Mayhill Road, north of Mills Road; authorizing the City Manager to execute the Plan; and providing an effective date. (A26-0001a, Rollins Annexation, Angie Manglaris)

BACKGROUND

The owner, Coy Mark and Carolyn Rollins, (hereafter referred to as "Owner"), had a non-annexation agreement (ordinance 2012-363), which expired on August 1, 2020. Pursuant to Council direction, the City corresponded with the Owner on multiple occasions, including April 23, 2024, June 13, 2024, and April 13, 2026 to offer a new non-annexation agreement, but the Owner has not responded. By operation of the expired non-annexation agreement, the Owner has filed a written petition with the City for voluntary annexation of approximately 2.940 acres of land, generally located 1,671 feet east of Mayhill Road and north of Mills Road (hereafter referred to as "Subject Property").

In accordance with State Law, Non-Annexation Agreements (NAAs) were initially offered to property owners between 2010 and 2016 when the City was in the process of annexing land area within the Extra-Territorial Jurisdiction (ETJ). Texas Local Government Code Section 43.016 requires municipalities to offer NAAs to property owners of land area the City is interested in annexing if that land area is appraised for tax purposes as having agricultural, wildlife management, or timber use. In addition, the City also offered NAAs to properties used as single-family residences. NAAs entered into during this initial time period had an original expiration date of August 2020. In 2020, City Council directed staff to offer extensions of the NAAs to August 2040. In accordance with State Law, the total duration of the NAA shall not exceed 45 years.

The general requirements of the NAAs are as follows:

- The property may only be used for single-family residential, agricultural, wildlife, timber, or related uses.
- City of Denton regulations apply to proposed development.
- Development applications and building permits must be submitted and approved through the City of Denton.
- Land may be subdivided into smaller parcels via plating, provided the minimum lot size is at least 5 acres.
- Notification must be provided to the City if the property is sold.
- Properties with agriculture, wildlife management, or timberland exemptions are required to provide notice to the City if there is a change in exemption status.

- If the property owner does not abide by these requirements, or if the NAA expires, the City may proceed with annexation of the property.

Following Council direction in 2020, staff began engaging with property owners with expired NAAs in an effort to enter into new agreements with 2040 expiration dates. Between 2020 and 2021 a majority of property owners with expired NAAs entered into new agreements; however, 18 NAAs remained expired.

When the Owner entered into the initial NAA in 2012, Texas Local Government Code under Subchapter C-3 (TXLGC Sec. 43.052) required a municipality that elects to annex an area must first adopt a Service Agreement under which the municipality agrees to provide full municipal services to the annexed area. Therefore, the City is also taking action to issue this Service Plan pursuant to TLGC 43.056 to explain the process by which full municipal services will be provided to the Property. The attached Service Plan contains the City's standard Service Plan for annexations regarding streets, water, wastewater, police and fire protection, and park services.

If at any point during the annexation process the property owner indicates a desire to reenter into a NAA rather than be annexed into the City, staff will work with the owner to receive an updated agreement and suspend the annexation proceedings. Given the number of expired NAAs, staff will bring forward the annexation cases singularly or in groups based on parcel size, beginning with the smallest parcels.

The adoption of a service plan is the second of several steps required for a voluntary annexation based upon the requirements of TXLGC Sec. 43.0672 and the City's Charter as outlined below:

1. Approval of a Municipal Services Agreement
2. **Adoption of a Service Plan**
3. Annexation Public Hearing
4. First Reading of Annexation Ordinance
5. Publication of Annexation Ordinance
6. Second Reading and Adoption of Annexation Ordinance

The first four of these items are on this agenda, with this being the second required step in the process.

The subject property is situated on the north side of Mills Road, approximately 1,671 feet east of Mayhill Road. The property to the north of the Subject Property is situated within the City of Denton's Extraterritorial Jurisdiction (ETJ) and subject to a non-annexation agreement. The properties to the east, and west of the Subject Property are situated within the City limits and zoned Rural Residential (RR). Mills Road, abutting the Subject Property to the south, is a two-lane roadway, classified as a Secondary Arterial per the 2022 Mobility Plan and Thoroughfare Map.

The Subject Property is located in a transitional area of the City. The Future Land Use map reflects a Moderate Residential designation along the western portion of the Subject Property which transitions to a Low Residential designation along the eastern portion of the site. The descriptions for the Future Land Use categories are provided below:

> Low Residential:
> This category includes the city's predominantly single-family neighborhoods, with lot sizes ranging from one acre or more in rural fringe areas up to five units per acre gross density throughout many of the city's suburban subdivisions. Dwellings in this land use district are generally one to two stories with private driveways and open space, consisting of privately maintained tree canopy and front, back and side yards. Building and driveway orientation, the locations of private garages, building material, and the presence of sidewalks vary by neighborhood and the era of neighborhood development. Generally, these types of single-family neighborhoods are developed as distinct

subdivisions that are linked by internal circulation systems with limited access to local and connector roads. This category may also include land uses that support residential neighborhoods, such as appropriately scaled commercial at arterial and collector street corners, and appropriately scaled public and quasi-public uses, such as religious and educational institutions.

Moderate Residential:
This category accommodates single-family detached housing on small lots, typical of Denton's more compact, established single-family neighborhoods and low-rise multi-family dwellings and townhomes. This land use applies to areas within the central areas of Denton and transition areas between established single-family neighborhoods and mixed-use or commercial areas that can accommodate greater density, or adjacent to key corridors. Dwellings in this future land use category vary in scale and style and may contain a great deal of diversity by each street and block. Most areas are characterized by rectilinear lots with modest front yards. Most streets are lined by sidewalks, but this is not prevailing throughout. Development is linked by local streets and is most commonly accessed by multiple intersections and points of access. While the land use primarily includes single-family dwellings, multi-family dwellings, and townhomes may be located in this land use as well. While the quality of multi-family dwellings and townhomes currently varies, in the case of future infill development, they should maintain a scale, style, and building orientation in order to complement the prevailing character of its surroundings. This category may also include land uses that support residential neighborhoods, such as neighborhood scaled commercial at arterial and collector street corners, and appropriately scaled public and quasi-public uses, such as religious and educational institutions.

The subject property is not currently being served with City water nor sewer.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

December 18, 2012	City Council	Non-Annexation Agreement	Approved through 2020

Recommendation:
Staff recommends approval of the Services Plan.

OPTIONS
1. Approve
2. Deny
3. Postpone Item

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Draft Service Plan
Exhibit 4 - Presentation

Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

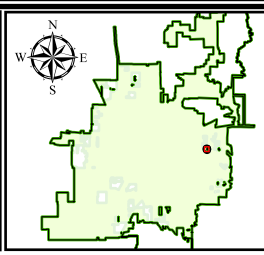
Prepared by:
Angie Manglaris, AICP

Assistant Planning Director

A26-0001
Aerial Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



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CITY OF DENTON
Development Services · GIS
Date: 5/6/2026

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS REGARDING ISSUANCE OF A SERVICE PLAN, PURSUANT TO TEX. LOC. GOV'T. CODE SEC. 43.056, FOR PROPERTY OWNED BY COY MARK AND CAROLYN ROLLINS FOR THE PROVISION OF CITY SERVICES TO APPROXIMATELY 2.94 ACRES OF LAND, GENERALLY LOCATED 1,671 FEET EAST OF MAYHILL ROAD, NORTH OF MILLS ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PLAN; AND PROVIDING AN EFFECTIVE DATE. (A26-0001a)

WHEREAS, Coy Mark & Carolyn J. Rollins (hereafter referred to as "Owner"), owns approximately 2.94 acres of land in Denton County, Texas as described in **Exhibit A** attached hereto and incorporated herein ("Property"); and

WHEREAS, the Property is subject to that certain Non-Annexation Agreement (the "NAA") approved by the City Council of the City of Denton on December 13, 2012 via Ordinance (2012-363), and duly recorded in the Denton Real Property records on January 8, 2012 via document id 2013-2545; and

WHEREAS, the NAA expired on August 1, 2020, and, pursuant to direction from City Council, Staff contacted the Owner on April 23, 2024, June 13, 2024, and April 13, 2026, to offer an updated NAA with an expiration date in 2040; and

WHEREAS, Owner has not responded to Staff's contact attempts; and as a result, Staff are proceeding with the Annexation Case no. A26-0001d ("Annexation Case") under consent annexation processes authorized by Texas Local Government Code ("TLGC") Sec. 43.0671 et seq; and

WHEREAS, TLGC 43.0672 requires City and the Owner to negotiate and enter into a written agreement for municipal services; and the Municipal Services Agreement for the Annexation Case was approved on May 19, 2026 via Ordinance A26-0001; and

WHEREAS, City values procedural due process in every formal action it takes; therefore, out of an abundance of caution, the city is also undertaking to issue this Service Plan (the "Plan") pursuant to TLGC 43.056 to explain the process by which full municipal services will be provided to the Property; and

WHEREAS, The Plan is issued by the City and does not require the Owner's participation; and

WHEREAS, the City Council of the City of Denton finds it to be in the best interest of the citizens of Denton to issue this Plan;

NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The Service Plan ("Plan"), made in accordance with applicable provisions of state law pertaining to annexation, is approved and attached hereto as **Exhibit B** and is made a part hereof for all intents and purposes.

SECTION 3. The City Manager, or designee, is hereby authorized to execute the Plan and to carry out the duties and responsibilities of the City of Denton under the Plan.

SECTION 4. Should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. This Ordinance shall be effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon

EXHIBIT A
LEGAL DESCRIPTION

Being a 3.940 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated August 17, 1998 from Coy Rollins and wife, Charlie May Rollins, to Coy Mark Rollins and Carolyn J. Morrissey, filed for record on September 3, 1998, and recorded in Volume 4168, Page 1828, of the Real Property Records of Denton County, Texas, SAVE and EXCEPT:

A 1.000 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated April 29, 1996 from Coy Lee Rollins and wife, Charlie Mae Rollins, to Coy Mark Rollins and Carolyn J. Morrissey, filed for record on May 7, 1996, and recorded in Clerk's File Number 96-R0031263, of the Real Property Records of Denton County, Texas.

Leaving 2.940 acres of land, more or less, that is commonly known as DCAD Property ID 206236.

EXHIBIT B
Service Plan

A26-0001a Rollins Annexation Service Plan

Angie Manglaris, AICP

Assistant Planning Director

May 19, 2026

CITY OF DENTON

Request

- Consider adoption of an ordinance approving a **Service Plan** for approximately for approximately **2.94 acres of land** located on the north side of Mills Road, approximately 1,671 feet east of Mayhill Road

- In 2012, TLGC Subchapter C-3 (TXLGC Sec. 43.052) required a Service Agreement under which the municipality agrees to provide full municipal services to the annexed area.

- **City is taking action to issue this Service Plan to explain the process by which full municipal services will be provided to the Property.**



Service Plan

- ✓ Police
- ✓ Fire Protection
- ✓ Emergency Medical Service
- ✓ Solid Waste
- ✓ Wastewater Facilities
- ✓ Water Facilities
- ✓ Roads and Streets
- ✓ Drainage
- ✓ Parks, Playgrounds, Swimming Pools
- ✓ Publicly Owned Facilities
- ✓ Permitting and Inspections
- ✓ Other Services

Annexation Schedule

- **February 17, 2026**
  - Municipal Services Agreement – Action Required
  - Service Plan – Action Required
  - Public Hearing – No Action
  - First Reading of the Annexation Ordinance – No Action

- **May 23, 2026**
  - Publication of Annexation Ordinance

- **July 14, 2026**
  - Second Reading and Adoption of the Annexation Ordinance – Action Required

QUESTIONS?

Angie Manglaris, AICP
Assistant Planning Director
Development Services

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ICM: Cassey Ogden

DATE: May 19, 2026

SUBJECT

Hold a public hearing and consider a petition for voluntary annexation of approximately 2.940 acres of land, generally located 1,671 feet east of Mayhill Road and north of Mills Road, into the City of Denton, Denton County, Texas. (A26-0001b, Rollins Annexation, Angie Manglaris)

BACKGROUND

The owner, Coy Mark and Carolyn Rollins, (hereafter referred to as "Owner"), had a non-annexation agreement (ordinance 2012-363), which expired on August 1, 2020. Pursuant to Council direction, the City corresponded with the Owner on multiple occasions, including April 23, 2024, June 13, 2024, and April 13, 2026 to offer a new non-annexation agreement, but the Owner has not responded. By operation of the expired non-annexation agreement, the Owner has filed a written petition with the City for voluntary annexation of approximately 2.940 acres of land, generally located 1,671 feet east of Mayhill Road and north of Mills Road (hereafter referred to as "Subject Property").

In accordance with State Law, Non-Annexation Agreements (NAAs) were initially offered to property owners between 2010 and 2016 when the City was in the process of annexing land area within the Extra-Territorial Jurisdiction (ETJ). Texas Local Government Code Section 43.016 requires municipalities to offer NAAs to property owners of land area the City is interested in annexing if that land area is appraised for tax purposes as having agricultural, wildlife management, or timber use. In addition, the City also offered NAAs to properties used as single-family residences. NAAs entered into during this initial time period had an original expiration date of August 2020. In 2020, City Council directed staff to offer extensions of the NAAs to August 2040. In accordance with State Law, the total duration of the NAA shall not exceed 45 years.

The general requirements of the NAAS are as follows:

- The property may only be used for single-family residential, agricultural, wildlife, timber, or related uses.
- City of Denton regulations apply to proposed development.
- Development applications and building permits must be submitted and approved through the City of Denton.
- Land may be subdivided into smaller parcels via plating, provided the minimum lot size is at least 5 acres.
- Notification must be provided to the City if the property is sold.
- Properties with agriculture, wildlife management, or timberland exemptions are required to provide notice to the City if there is a change in exemption status.

- If the property owner does not abide by these requirements, or if the NAA expires, the City may proceed with annexation of the property.

Following Council direction in 2020, staff began engaging with property owners with expired NAAs in an effort to enter into new agreements with 2040 expiration dates. Between 2020 and 2021 a majority of property owners with expired NAAs entered into new agreements; however, 18 NAAs remained expired.

In 2024, staff revisited the topic of expired NAAs with City Council. Direction was given to contact the property owners of the 18 expired agreements to extend the NAAs and pursue annexation for any remaining expired NAAs. Initial letters offering NAA extensions were mailed in May 2024 with follow-up letters in June prior to the initial response deadline of June 21, 2024. Additional letters were mailed in September 2024, and a final letter was sent to the property owner on April 13, 2026.. Eight (8) NAAs remain expired, and the City has begun the process of annexing these areas. Given the number of expired NAAs, staff will bring forward the annexation cases singularly or in groups based on parcel size, beginning with the smallest parcels.

This public hearing is the third of several steps required for a voluntary annexation based upon the requirements of TXLGC Sec. 43.0672 and the City's Charter as outlined below:

1. Approval of a Municipal Services Agreement
2. Approval of a Service Plan
3. **Annexation Public Hearing**
4. First Reading of Annexation Ordinance
5. Publication of Annexation Ordinance
6. Second Reading and Adoption of Annexation Ordinance

The first four of these items are on this agenda, with this being the third required step in the process. Following the first reading of the annexation ordinance, the ordinance must be published in the newspaper, and the second reading is required to occur at least 30 days following ordinance publication.

The subject property is situated on the north side of Mills Road, approximately 1,671 feet east of Mayhill Road. The property to the north of the Subject Property is situated within the City of Denton's Extraterritorial Jurisdiction (ETJ) and subject to a non-annexation agreement. The properties to the east, and west of the Subject Property are situated within the City limits and zoned Rural Residential (RR). Mills Road, abutting the Subject Property to the south, is a two-lane roadway, classified as a Secondary Arterial per the 2022 Mobility Plan and Thoroughfare Map.

The Subject Property is located in a transitional area of the City. The Future Land Use map reflects a Moderate Residential designation along the western portion of the Subject Property which transitions to a Low Residential designation along the eastern portion of the site. The descriptions for the Future Land Use categories are provided below:

> Low Residential:
> This category includes the city's predominantly single-family neighborhoods, with lot sizes ranging from one acre or more in rural fringe areas up to five units per acre gross density throughout many of the city's suburban subdivisions. Dwellings in this land use district are generally one to two stories with private driveways and open space, consisting of privately maintained tree canopy and front, back and side yards. Building and driveway orientation, the locations of private garages, building material, and the presence of sidewalks vary by neighborhood and the era of neighborhood development. Generally, these types of single-family neighborhoods are developed as distinct subdivisions that are linked by internal circulation systems with limited access to local and

connector roads. This category may also include land uses that support residential neighborhoods, such as appropriately scaled commercial at arterial and collector street corners, and appropriately scaled public and quasi-public uses, such as religious and educational institutions.

Moderate Residential:
This category accommodates single-family detached housing on small lots, typical of Denton's more compact, established single-family neighborhoods and low-rise multi-family dwellings and townhomes. This land use applies to areas within the central areas of Denton and transition areas between established single-family neighborhoods and mixed-use or commercial areas that can accommodate greater density, or adjacent to key corridors. Dwellings in this future land use category vary in scale and style and may contain a great deal of diversity by each street and block. Most areas are characterized by rectilinear lots with modest front yards. Most streets are lined by sidewalks, but this is not prevailing throughout. Development is linked by local streets and is most commonly accessed by multiple intersections and points of access. While the land use primarily includes single-family dwellings, multi-family dwellings, and townhomes may be located in this land use as well. While the quality of multi-family dwellings and townhomes currently varies, in the case of future infill development, they should maintain a scale, style, and building orientation in order to complement the prevailing character of its surroundings. This category may also include land uses that support residential neighborhoods, such as neighborhood scaled commercial at arterial and collector street corners, and appropriately scaled public and quasi-public uses, such as religious and educational institutions.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

December 18, 2012	City Council	Non-Annexation Agreement	Approved through 2020

OPTIONS
No action is required for the public hearing.

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Future Land Use Map
Exhibit 4 - Current Zoning Map
Exhibit 5 - Presentation

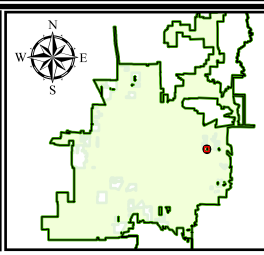
Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Angie Manglaris, AICP
Assistant Planning Director

A26-0001
Aerial Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



0 55 110 220 Feet

CITY OF DENTON
Development Services · GIS
Date: 5/6/2026

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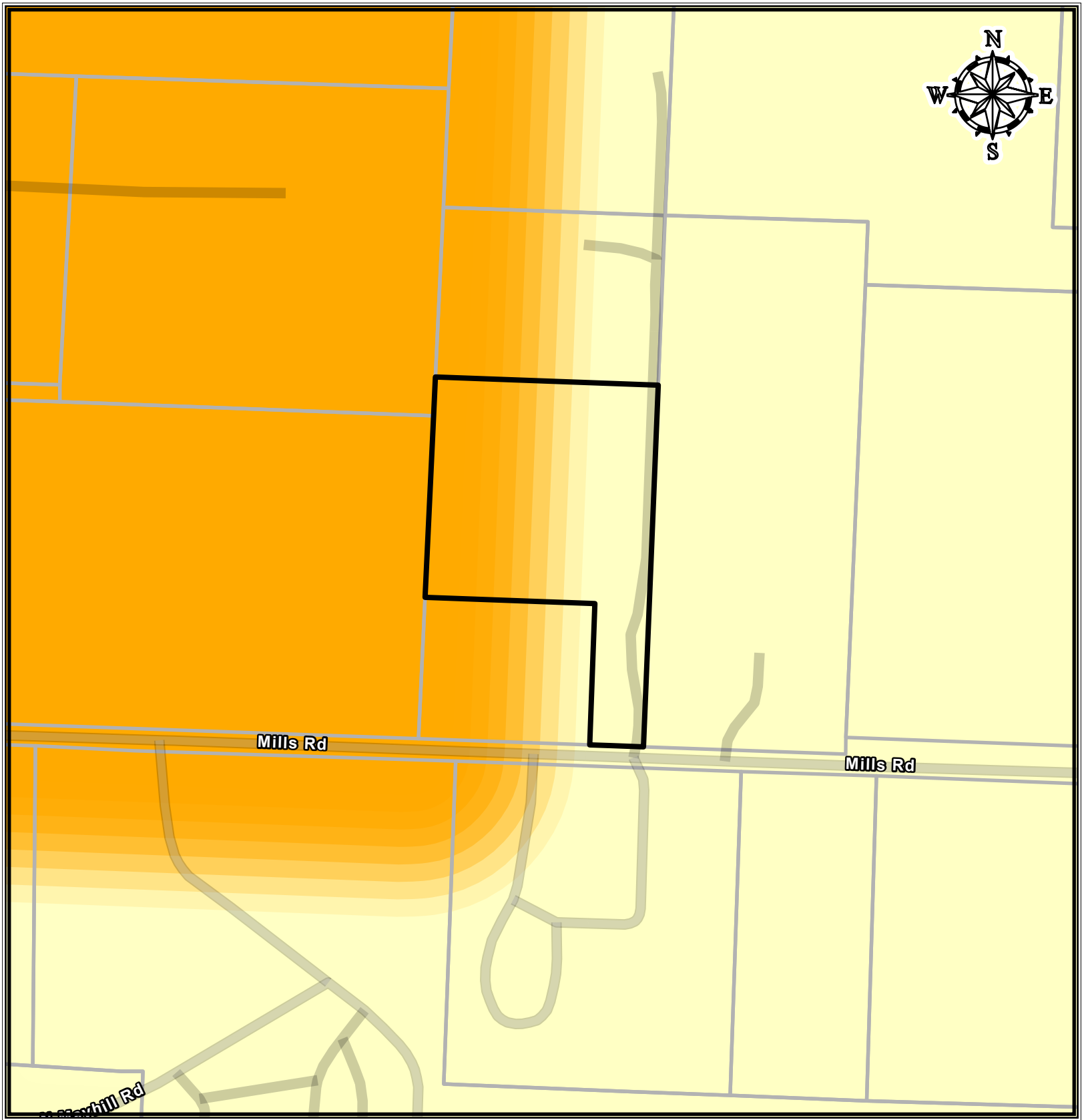
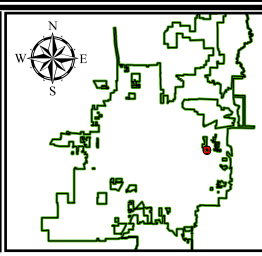
A26-0001
Future Land Use Map



Future Land Use 2040

- Agriculture
- Rural Areas
- Low Residential
- Moderate Residential
- Master Planned Community
- Downtown Denton
- Regional Mixed Use
- Community Mixed Use
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- Business Center
- Light Industrial
- Industrial Commerce
- Government / Institutional
- Parks / Open Space
- Site Location



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CITY OF DENTON
Development Services · GIS
Date: 4/28/2026

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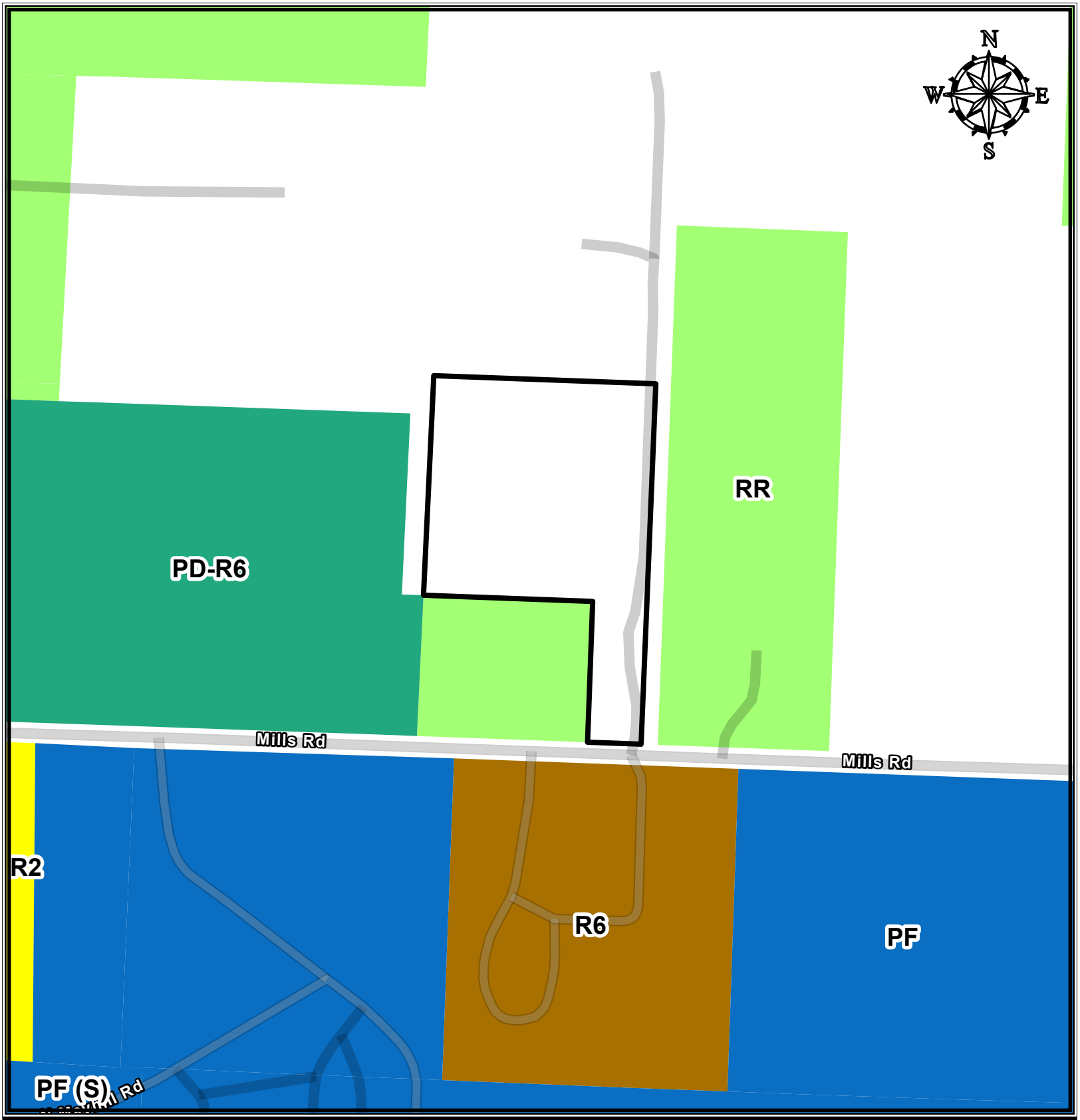
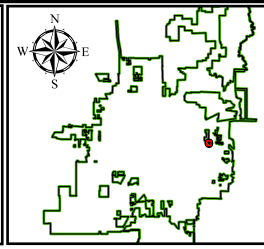
A26-0001
Current Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY



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CITY OF DENTON
Development Services · GIS
Date: 4/28/2026

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A26-0001b
Rollins Annexation
Public Hearing

Angie Manglaris, ACIP

Assistant Planning Director

May 19, 2026

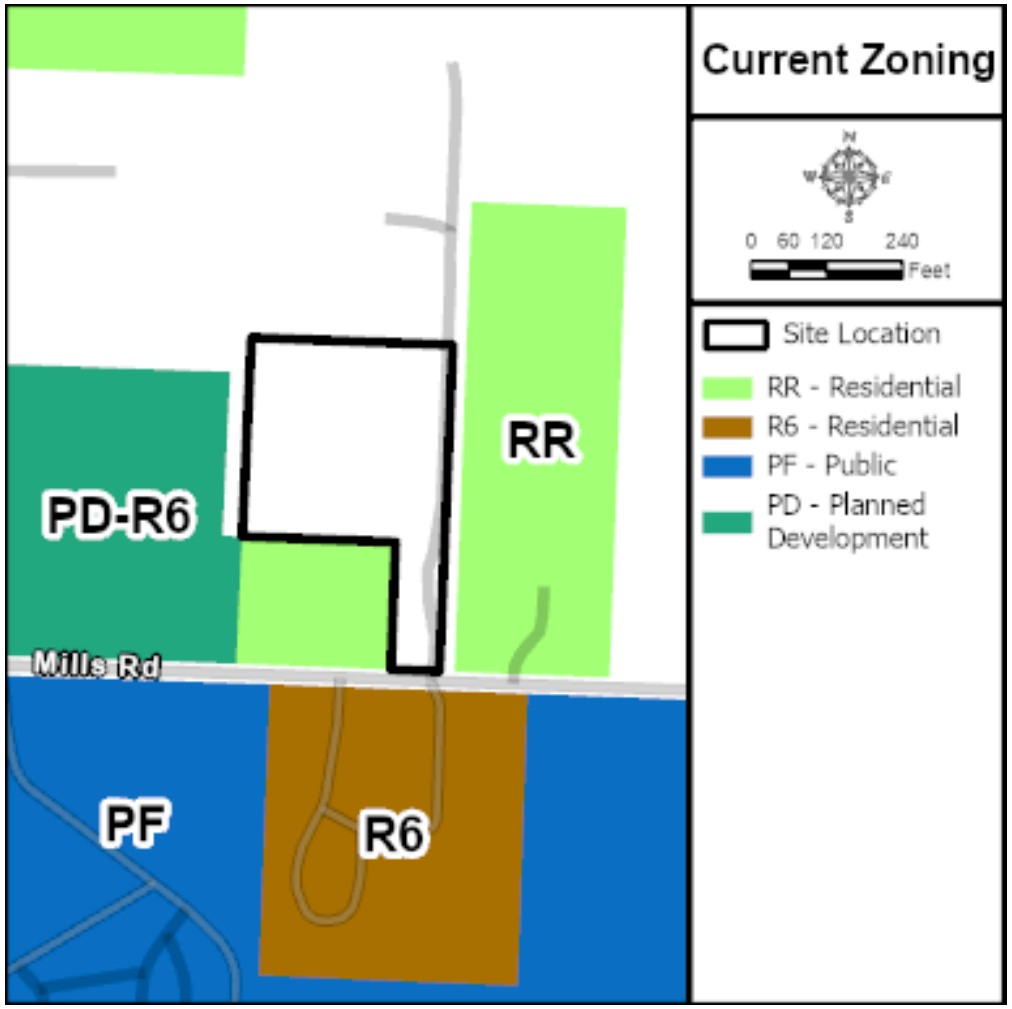
CITY OF DENTON

Request

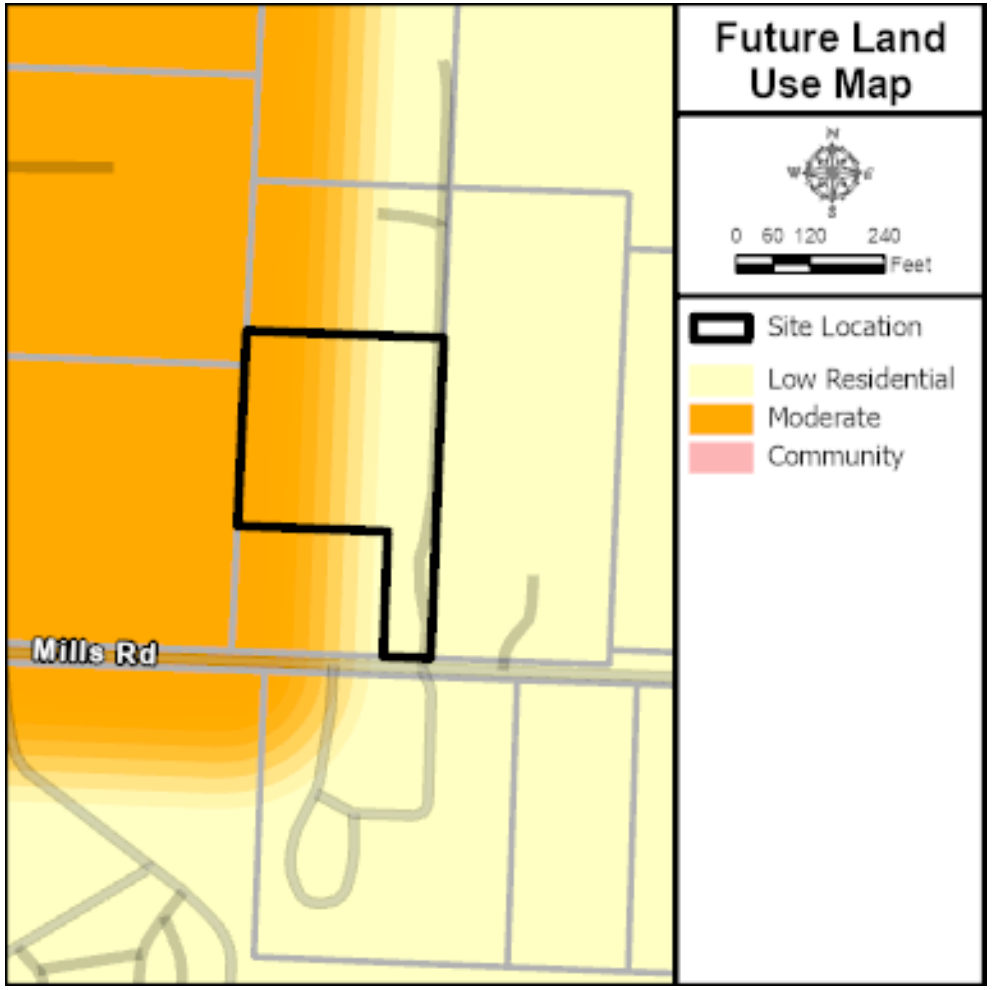
- Hold a **public hearing** regarding a petition for voluntary annexation of approximately 2.940 acres of land

- Located on the north side of Mills Road, approximately 1,671 feet east of Mayhill Road





Existing Surrounding Zoning



Future Land Use Designation: Low Residential

Annexation Schedule

- **May 19, 2026**
  - Municipal Services Agreement – Action Required
  - Adoption of Service Plan – Action Required
  - Public Hearing – No Action
  - First Reading of the Annexation Ordinance – No Action

- **May 23, 2026**
  - Publication of Annexation Ordinance

- **July 14, 2026**
  - Second Reading and Adoption of the Annexation Ordinance – Action Required

QUESTIONS?

Angie Manglaris, AICP
Assistant Planning Director
Development Services

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ICM: Cassey Ogden

DATE: May 19, 2026

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas regarding a change in the zoning district and use classification from Residential 7 (R7) District to Overlay Planned Development (PD) District with a Mixed-Use Neighborhood (PD-MN) base zoning district on approximately 0.786 acres of land, generally located at the northwest corner of the intersection of Jagoe Street and Scripture Street in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted (5-0) to recommend approval of the request. Motion for approval by Commissioner Ketchersid and second by Commissioner McDuff. (PD26-0001b, 1716 Scripture, Sean Jacobson)

April 29, 2026 Planning and Zoning Commission Meeting

BACKGROUND

The applicant, McAdams, on behalf of the owner, Non-Typical Properties, LLC, is requesting to rezone approximately 0.7667 acres from Residential 7 (R7) zoning district to Overlay Planned Development (Overlay PD) with a Mixed-Use Neighborhood (PD-MN) base zoning district for the purpose of reusing existing structures onsite for commercial uses. The subject lot is located at the intersection of two collectors, Scripture Street and Jagoe/Malone Street, which form a small commercial node, surrounded by neighborhood-serving non-residential uses, in the midst of a larger mixed-use, mixed-density neighborhood. The Future Land Use Map (FLUM) designation of the subject property, as well as most of land around the intersection, is Neighborhood Mixed-Use, and the proposed rezoning would bring this property into more direct alignment with the underlying FLUM designation, as well as with its MN-zoned neighbors across Malone Street to the east and across Jagoe and Scripture Streets to the southeast. While the uses permitted in both R7 and MN Districts are similar (see Exhibit 7), the rezoning would give this property greater freedom to contribute to the continued development of a range of small-scale commercial uses around this intersection.

The original purpose of the proposed Overlay PD was to enable a trade school use – specifically, an aviation training school - to move into the existing 7,950 square foot building. R7 did not permit the Business/Trade School use, but MN would. The overlay was proposed to maintain the existing residential use permissions under R7, primarily ensuring the additional scrutiny of a Specific Use Permit (SUP) is applied to any proposed conversion of the commercial property to a multifamily use. However, during the rezoning process, after the zoning change request was already on the March 18, 2026, P&Z agenda, the aviation training school chose to move forward with a different location. Since the request was in progress, the owner chose to proceed, and the purpose of the Overlay PD is now to create the opportunity for a greater

variety of commercial uses to develop on the subject lot and encourage reuse of the existing building. Because staff review of the project was based on the range of permitted uses, and not just on the potential aviation training use, staff supported the continuation of the rezoning request (see Exhibit 2 for detailed analysis).

The proposed PD-MN zoning would provide the subject lot with a similar range of uses to its MN-zoned neighbors. The Overlay PD aspect of the zoning, per Denton Development Code (DDC) Subsection 2.7.3C.1.a, is intended to "ensure the proposed rezoning and subsequent development are compatible with surrounding neighborhoods or less intensive uses." An Overlay PD is similar to a standard rezoning, but it does provide the ability to make limited changes to the development standards for the property which is being rezoned – the Overlay PD regulations can adjust the range of permitted uses, add use specific standards, and make certain adjustments to site design and dimensional standards. Unlike a standard Planned Development (PD), an Overlay PD is not intended to mandate the exact use or layout of a site, but it is a tool used to add additional regulations to address specific concerns about compatibility with the surrounding area. In this case, because the subject lot is immediately adjacent to multiple single-family homes, as opposed to the MN-zoned properties on the other sides of the intersection, the Overlay PD includes a regulation stipulating that a Multifamily use on the subject lot would require a Specific Use Permit (SUP). Typically, Multifamily uses are allowed by right in the MN zoning district. Adding the SUP requirement maintains the protective scrutiny of the public hearing process which is in place today under the current R7 zoning, which also requires an SUP for Multifamily uses. The proposed amendment to the DDC standard via the PD regulations, as applied to the subject property, is outlined in Exhibit 6 and summarized in the table below. Outside of this one additional regulation, the standard DDC regulations would apply to any future development on the subject property.

DDC Standard	MN District	Proposed PD Regulations	Difference
Permitted Uses (DDC Subchapter 5)	The MN Zoning district permits a variety of residential and commercial land uses by right and with a Specific Use Permit as outlined in DDC Subchapter 5 and provided in Exhibit 7.	The following use shall be allowed only with approval of a SUP: • Multifamily Dwelling	Requires an SUP for a land use otherwise allowable by right in the MN District.

A full Staff Analysis is provided in Exhibit 2.

PLANNING AND ZONING COMMISSION

On April 29, 2026, the Planning and Zoning Commission held a public hearing and recommended approval of the rezoning request [5-0]. The representative of the applicant spoke briefly; no other members of the public spoke on this item.

During work session, Commissioners asked questions related to potential future redevelopment of the site, including inquiries regarding parking and building design. Staff explained that any redevelopment would have to comply with all applicable DDC standards but, also, that there is an existing commercial building on the lot now and that the applicant has not proposed any redevelopment of the site at this time.

OPTIONS

1. Approve
2. Deny

3. Postpone Item.

RECOMMENDATION

Staff recommends **approval** of the request as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.3.E of the DDC for approval of a Planned Development

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

April 10, 2019	Planning and Zoning Commission	City initiated city-wide rezoning from NRMU to R7	Recommended approval
April 23, 2019	City Council	City initiated city-wide rezoning from NRMU to R7	Approved
March 18, 2026	Planning and Zoning Commission	Request for rezoning from R7 to Overlay PD-MN	Postpone to a date certain of April 29, 2026
April 29, 2026	Planning and Zoning Commission	Request for rezoning from R7 to Overlay PD-MN	Recommend approval

PUBLIC OUTREACH:

Twenty-six (26) notices were sent to property owners within 200 feet of the subject property, and 136 postcards were mailed to current residents within 500 feet of the subject property. Based on the City's notification policy and state law, these notices were mailed to property owners and residents within the City limits. As of the writing of this report, no responses have been received.

A notice was published in the Denton Record Chronicle on May 2, 2026.

A notice was published on the City's website on April 29, 2026.

Two signs were posted on the property on April 10, 2026.

The applicant has held two neighborhood meetings for the proposed project on February 26, 2026 and April 14, 2026. There were no residents in attendance at the first meeting and, therefore, no notes. One resident attended the second meeting. The resident asked a question about the original intent of applying for the PD and then, after finding out that no physical changes to the site were planned at this time, asked if residents would be notified if there was a request for a Specific Use Permit for an expanded building in the future. After receiving applicant's responses, the resident expressed no objection to the proposed Planned Development. See full meeting notes in Exhibit 9.

DEVELOPER ENGAGEMENT DISCLOSURES

No developer contact disclosures have been provided to staff from members of this body as of the issuance of this report.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Site Location Map
Exhibit 4 - Existing Zoning Map
Exhibit 5 - Proposed Zoning Map
Exhibit 6 - Future Land Use Map

Exhibit 7 - Development Standards
Exhibit 8 - Comparison of Allowed Uses
Exhibit 9 - Public Notice and Engagement
Exhibit 10 - LLC Members List
Exhibit 11 - Staff Presentation
Exhibit 12 - Ordinance

Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Sean Jacobson
Senior Planner

Planning Staff Analysis
PD26-0001b/1716 Scripture
City Council District #3

REQUEST:
Request to rezone approximately 0.786 acres from the Residential 7 (R7) district to an Overlay Planned Development – Mixed-Use Neighborhood (PD-MN) District.

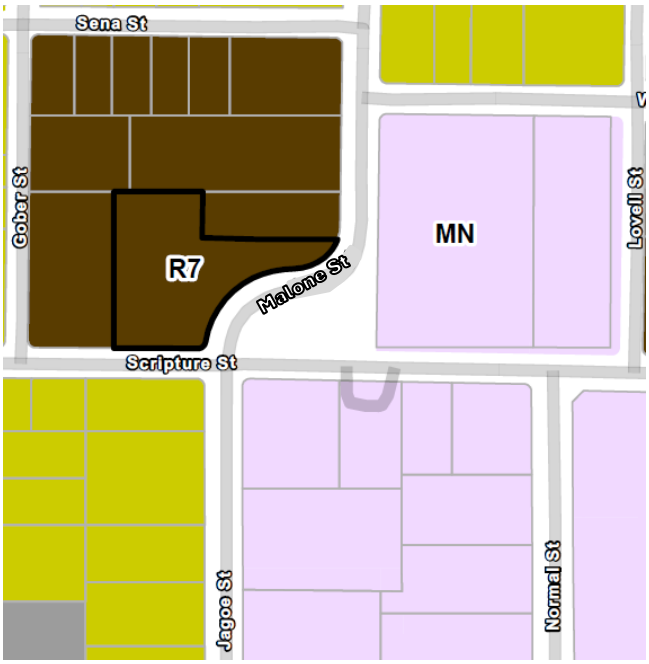
SITE DATA:
The 0.786-acre subject site is located on the north side of Scripture Street, at the northwest corner of Scripture Street and Jagoe/Malone Street. Under the 2002 Denton Development Code (DDC), the subject property was zoned NRMU-12. Per the 2019 Denton Development Code, Appendix B: Zoning District Transition Table, properties with this zoning designations were to transition to the Residential 7 (R7) district after the Code's effective date of October 1, 2019, and the subject site transitioned accordingly.

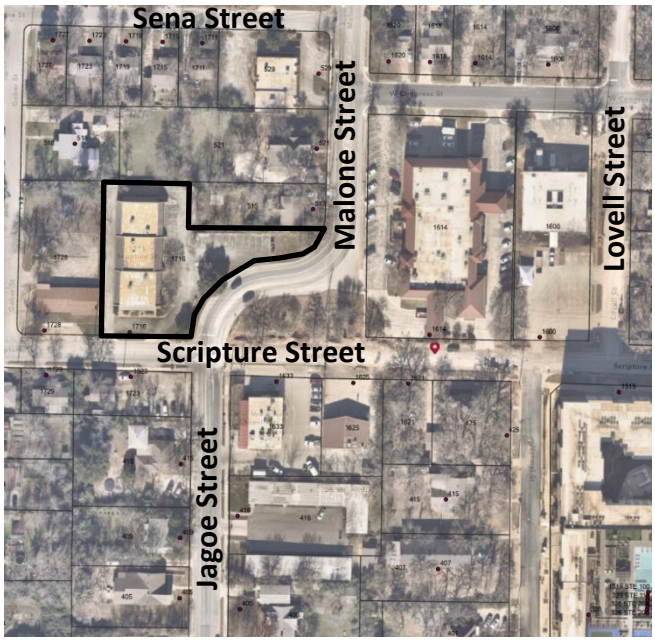
The lot is currently developed with a structure that was most recently occupied by an Office use associated with the University of North Texas. According to Denton County Appraisal District records the structure is approximately 7,950 square feet and was built in 1977.

The subject property has frontage on two roadways, Scripture Street and Jagoe/Malone Street. South of Scripture Street the intersecting roadway is named Jagoe Street, and north of Scripture Street it is named Malone Street. Both streets are city-owned roadways classified as Collectors. The subject property has approximately 120 feet of frontage along Scripture Street and approximately 120 feet of frontage along Malone Street.

SURROUNDING ZONING AND USES:
Surrounding land uses and zoning are detailed in the table and shown in the inset maps below. An aerial map and zoning map are also provided as Exhibits 3 and 4, respectively.

Northwest: Zoning: Residential 7 (R7) Use: Single-Family Residential	North: Zoning: Residential 7 (R7) Use: Single-Family Residential	Northeast: Zoning: Residential 7 (R7) Use: Single-Family Residential
West: Zoning: Residential 7 (R7) Use: Office	**SUBJECT SITE**	East: Zoning: Mixed-Use Neighborhood (MN) Uses: Medical Office and Professional Office across Malone Street right-of-way.
Southwest: Zoning: Residential 3 (R3) Use: Single-Family Residential across Scripture Street right-of-way.	South: Zoning: Residential 3 (R3) Use: Vacant Lot across Scripture Street right-of-way.	Southeast: Zoning: Mixed-Use Neighborhood (MN Use: Restaurant across Jagoe/Malone Street and Scripture Street rights-of-way.





CONSIDERATIONS:

A. Section 2.4.5.E of the DDC provides approval criteria applicable to all applications.

1. *General Criteria*

   a. *Unless otherwise specified in this DDC, City review and decision-making bodies must review all development applications submitted pursuant to this subchapter for compliance with the general review criteria stated below.*
   The review criteria were applied as required.

   b. *The application may also be subject to additional review criteria specific to the type of application, as set forth in sections 2.5 through 2.9.*
   Section 2.7.3.D of the DDC applies to this rezoning to PD Overlay request. An analysis of this request per those criteria can be found below in Consideration B.

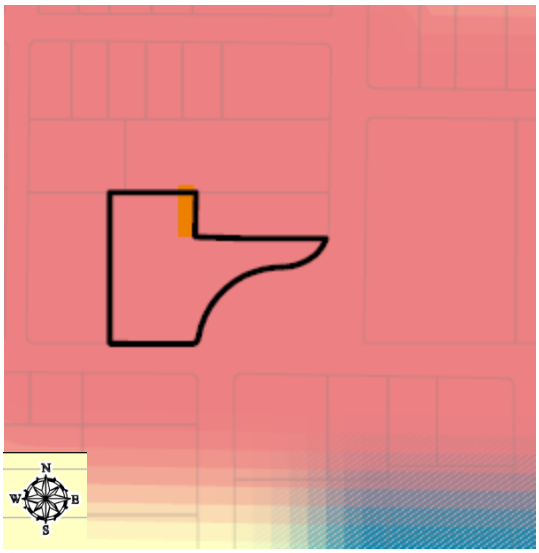
   c. *If there is a conflict between the general review criteria in this section and the specific review criteria in sections 2.5 through 2.9, the applicable review criteria in sections 2.5 through 2.9 controls.*
   There are no conflicts between the general criteria and the criteria specific for rezoning to PD Overlay requests.

2. *Prior Approvals*
   There have been no prior approvals associated with this request.

3. *Consistent with the Comprehensive Plan and Other Applicable Plans*
   The decision–making authority:
   a. *Shall weigh competing goals, policies, and strategies.*

   The proposed Planned Development Overlay is consistent with the goals, policies, and actions of the Comprehensive Plan and with the Future Land Use Designation of

Neighborhood Mixed-Use (see inset map below and in Exhibit 5), including the goals and actions listed below:



GOAL LU-1: Grow Compactly: Achieve sound, sustainable growth in compact development patterns with balanced land uses planned in coordination with transportation and infrastructure systems.
Given the location of the property along two Collector roadways surrounded by existing development, rezoning the property to allow a broader range of commercial uses to occupy the existing building or redevelop the site should contribute to a compact, sustainable growth pattern in this area.

GOAL LU-3: Grow our Assets: Maintain and Strengthen Neighborhoods, Commercial, and Employment Areas.
The proposed rezoning to PD-MN helps to strengthen an existing commercial area centered on the intersection of Scripture Street and Malone/Jagoe Street by increasing the permitted uses on an existing, developed commercial site, reducing the risk of the building becoming obsolete and underutilized, and creating the conditions for new and creative uses of the site, while maintaining the current SUP limitation on the potentially more disruptive multifamily use.

GOAL FEV-5: Design a fiscally advantageous land use pattern paired with fiscally responsible infrastructure management and investment.
This proposed PD is intended to facilitate reuse and possible future redevelopment of an infill site located at the intersection of two Collector roadways with adequate infrastructure already in place to serve this site. Infill development that does not require infrastructure to be extended is consistent with the fiscal goals of the Comprehensive Plan.

OAK GATEWAY AREA PLAN: The Oak Gateway plan, which City Council accepted by resolution on January 15, 2019, includes the subject property and identifies it as part of the plan's "Sub Area 1." The plan's recommendations for Sub Area 1 included:

- "Create more businesses along Scripture Street (between Gober Street and Ponder Avenue) that are walkable and in scale with the area."
- "Modify zoning where needed to encourage revitalization and reinvestment."
- "Work with property owners to revitalize the area."

This PD overlay helps to advance all of these recommendations by taking an existing commercial lot and building, located at a major intersection that already includes restaurant, retail, and office uses, and opening it up to more commercial use options and thus more ability to provide uses adapted to the changing needs of the neighborhood. This zoning change would also encourage the owner to reinvest in the property knowing that a wider range of types of businesses will now be able to occupy the property and keep it financially viable into the future.

In summary, the requested PD overlay with an MN base zoning district (PD-MN) conforms to the Denton 2040 Future Land Use Map (discussed in more detail under sub-criteria "b" below) and with goals and recommendations related to revitalizing, reusing, and redeveloping infill properties along key corridors and intersections where infrastructure is already in place. The applicant has proposed rezoning to a base district that is the same as that on two of the other three corners of the intersection, and which allows for additional commercial uses which would be appropriate in this location, while also offering the additional overlay protection for the adjacent neighbors of maintaining the current SUP requirement for any future Multifamily development that may be proposed.

b. *May approve an application that furthers the overall goals of the Comprehensive Plan even if the development does not match the future land use designation in the Comprehensive Plan.*

The primary Future Land Use Map (FLUM) designation for the subject property is Neighborhood Mixed-Use, but the property is also within a transition area between this designation and the related Neighborhood/University Compatibility Area designation. The Neighborhood Mixed-Use designation applies to neighborhoods or districts where the predominant use is residential, but with a mix of compatible housing types and densities along with local-serving, non-residential retail and service uses. Such use mixes are typically found in established neighborhoods in the city's core that accommodate local services.

The request is consistent with the FLUM designation of Neighborhood Mixed-Use. The Mixed-Use Neighborhood zoning designation is arguably the optimal zoning district for the Neighborhood Mixed-Use FLUM designation, and the overlay requirement of an SUP for Multifamily helps ensure that if that use is proposed, it will need to be designed in a way that is compatible with the surrounding mix of existing single-family, duplex, and low-rise multifamily residential along Scripture, Jagoe, and Malone Streets. Increasing the range of permitted commercial uses on the subject lot is also consistent with the purpose of providing "local-serving retail and service uses" that the Comprehensive Plan identifies for lots with the Neighborhood Mixed-Use FLUM designation. While the current R7 zoning prohibits or makes more difficult the development of such basic neighborhood-serving commercial uses as banks, general retail, and restaurants, rezoning to PD-MN will make all of these uses possible on this lot.

4. *Compliance with this DDC*
   a. *The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.*

   This request is for a rezoning to an Overlay PD with an MN base zoning district (PD-MN). The only modification this PD proposes to the DDC standards which are applicable to a standard MN-zoned lot is to require a SUP for Multifamily development (see Exhibit 8), rather than permitting it by right. Therefore, any future development or redevelopment on this lot is anticipated to comply with all applicable DDC standards.

b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*
Compliance with the DDC has been analyzed at the level of detail necessary for an Overlay Planned Development. Subsequent development will be subject to the appropriate applications, development standards, and review processes of the DDC.

5. *Compliance with Other Applicable Regulations*
The PD regulations document indicates that development on the subject site shall comply with all provisions of the 2019 DDC. Further, the development will be required to comply with the City's criteria manuals for roadway, utility, and drainage improvements.

6. *Consistent with Interlocal and Development Agreements*
There are no interlocal or development agreements applicable to the site.

7. *Minimizes Adverse Environmental Impacts*
While the owner has not proposed redevelopment of the site at this time, any future redevelopment of this site would be required to show compliance with all DDC regulations related to tree preservation, stormwater control, and landscaping during the review of the Zoning Compliance Plan in order to ensure environmental impacts are minimized.

8. *Minimizes Adverse Impacts on Surrounding Property*
In a number of ways, the proposed rezoning to PD-MN minimizes potential adverse impacts on surrounding property.

First, there are already MN-zoned properties, developed with uses allowed by-right in the MN zoning, on two of the other corners of this intersection, and these uses have been present for well over a decade or more. Properties zoned MN, with typical MN uses, are already part of the character of the surrounding area.

Second, as discussed under prior criteria, the proposed PD regulations require a Specific Use Permit for Multifamily, the same limitation on Multifamily development that is in place under the current R7 zoning. This PD regulation maintains the SUP as a tool which staff, the Planning and Zoning Commission, and City Council can use to minimize any potential negative impacts of future multifamily use which could be proposed for this site – including, potentially, through SUP denial.

Finally, any height increase permitted by this rezoning is limited by two sections of the DDC. First, and primarily, DDC Table 3.3-A requires an SUP for buildings between 41 feet and 65 feet in height when the lot is adjacent to a residential zoning district or a single-family residential, townhome, or duplex use. Because there are both residentially-zoned properties and single-family residences adjacent to this lot, any building over 41 feet in height would require an SUP. Secondly, DDC 7.10.6 *Building Height in Transition Area*s states that within 50 feet of the internal lot lines, maximum building height is limited to the R7 maximum height of 40 feet in height, and that between 50 feet and 100 feet from internal lot lines, maximum building height is limited to 55 feet. Overall, this means that, given the fairly narrow depth of the subject lot, over 95% of the lot is limited to either the same maximum height as it is now (40 feet), or no more than 15 feet above it (55 feet), and, additionally, that an SUP would be required for any height between 41' and 55', limiting potential negative impacts from height on surrounding property.

9. *Minimizes Adverse Fiscal Impacts*
   Adverse fiscal impacts from this rezoning are not anticipated, as the subject site is already developed with a building and the applicant has not proposed to redevelop the site at this time. Should the applicant propose to redevelop the lot in the future, following rezoning to PD-MN, the site could be developed with any of the uses allowed by the MN base zoning, as limited by the PD overlay. Any new development of the site would be subject to City of Denton impact fee requirements, minimizing potential adverse fiscal impacts.

10. *Compliance with Utility, Service, and Improvement Standards*
    This proposed rezoning would not affect utilities, services, or improvements. Subsequent review of a Zoning Compliance Plan and Civil Engineering Plans must adhere to the applicable utility requirements. There are water and sewer lines along Scripture Street, and the existing building on the site has utility connections in place that will continue to serve any new use on the property.

11. *Provides Adequate Road Systems*
    As discussed above, the subject property has frontage on Scripture Street and Malone Street, and it is currently developed with a commercial building. Rezoning the property to PD-MN is not anticipated to negatively impact surrounding properties as the primary access points will continue to be the existing driveways on Scripture Street. A Traffic Impact Analysis (TIA) is not required with a PD Overlay; however, a TIA will be required if the site is redeveloped with a use that meets the thresholds in the City's criteria manual for a TIA. Specifically, if a future redevelopment use will generate 100 peak hour trips, or 1,000 vehicle trips a day, a TIA would be required prior to approval of future development applications.

12. *Provides Adequate Public Services and Facilities*
    The proposed rezoning is not anticipated to negatively impact public services and facilities. As previously noted, utilities are available in the area to serve the site, and the site has pre-existing utility connections. Any future redevelopment applications for the subject property must establish that existing and/or planned facilities have adequate public service capacity.

13. *Rational Phasing Plan*
    The proposed rezoning does not have a phasing plan.

B. Section 2.7.3.E of the DDC provides approval criteria applicable to all applications.

1. *Complies with the goals of the Comprehensive Plan;*
   As described in Consideration A above, the proposed rezoning meets this criterion.

2. *Complies with the goals of relevant Area Plans;*
   As described in Consideration A above, the proposed rezoning to an Overlay PD-MN helps to achieve multiple recommendations of the Oak Gateway Plan.

3. *Complies with this DDC, except where modifications are expressly authorized through the PD Regulations Document and PD Development Plan;*
   As detailed in Exhibit 8 and described in Consideration A above, the proposed rezoning meets this criterion.

4. *Provides a greater level of building design quality, community amenities, and connectivity than would be required if the project were not being developed in a PD District;*

   Although this PD Overlay limits its modifications to permitted uses, and therefore has limited impact on the qualities of development identified by this criterion, the requirement of an SUP for any Multifamily development does ensure that at least that type of use, if ever proposed here, will need to meet a higher standard in regard to its design and amenities than if it were developed by right as it could be under straight MN zoning.

5. *In the case of proposed residential development, that the development will promote compatible buildings and uses and that it will be compatible with the character of the surrounding area;*

   As stated above, the lot is currently developed with a commercial building and the property owner has indicated no intent to redevelop it with a residential use. However, should the property owner ever seek to develop a residential use on the site, this PD Overlay limits by-right residential development to the types of low-rise, lower-density uses that are more consistent with the character of the surrounding area.

6. *In the case of proposed commercial, industrial, institutional, recreational and other non-residential uses or mixed-uses, that such development will be appropriate in area, location, and overall planning for the purpose intended; and*

   As detailed in Exhibit 6, the proposed PD-MN district permits the uses outlined in Exhibit 7. The proposed district would allow potential future development of a range of commercial and residential uses generally appropriate to a higher-traffic intersection surrounded by a mix of uses adjacent to moderate density residential areas. Under the PD-MN district, a wider variety of uses beneficial to the surrounding neighborhood would be permitted to be introduced in this location in the future.

7. *The provisions for public facilities such as schools, fire protection, law enforcement, water, wastewater, streets, public services and parks are adequate to serve the anticipated population within the PD District.*
   This proposed PD Overlay is required to comply with utility, service, and improvement standards if and when the property redevelops. If the PD is approved, future applications will be reviewed to ensure compliance with all applicable standards.

Water and Wastewater
The building on site currently has connections to existing water and wastewater facilities.

Nearest Fire Station
The subject property is approximately 1.9 miles from Fire Station #1 (332 E Hickory St), within the eight-minute or less response time boundary.

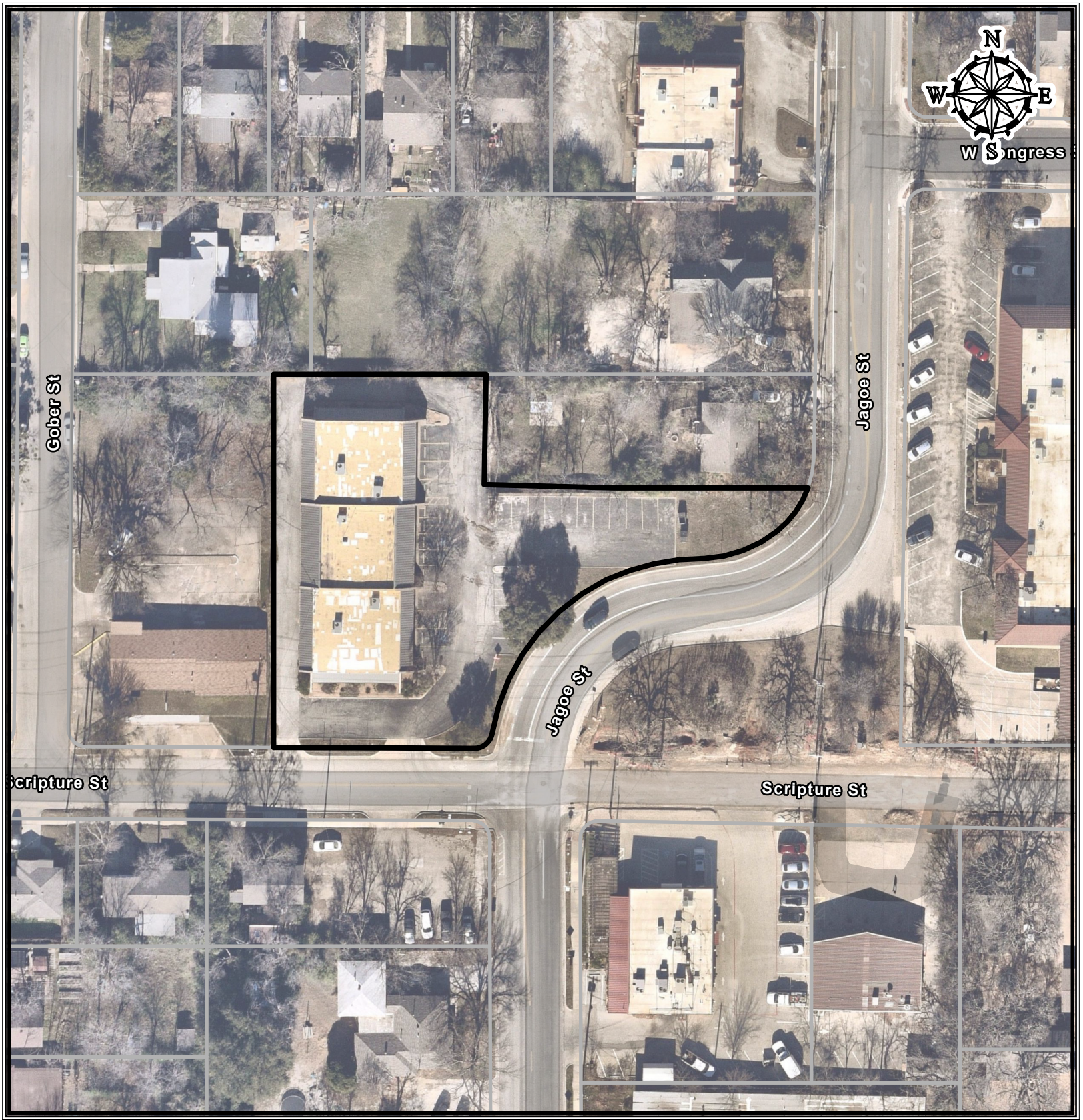
Parks
McKenna Park is an 11-minute (.5 mile) walk from the subject property.

Schools
The request is to facilitate the development of a commercial use or uses and thus is not anticipated to contribute additional students to the Newton Rayzor Elementary, Calhoun Middle School, and Denton High School districts for which it is zoned.

8. *The condition and/or restrictions imposed by the PD are necessary and sufficient to address any significantly adverse impacts to surrounding properties or the neighborhood.*

   As detailed in Criterion 8 above, MN base zoning is already present at this intersection and has been since 2019 without significant adverse impacts. In addition, the DDC has standard requirements, such as those discussed in A.8 above and others, that already help to limit adverse impacts of any new development adjacent to a single-family neighborhood. Therefore, the only additional restriction imposed by the Overlay PD is the requirement of an SUP for Multifamily uses. Because this use would be one of the MN-permitted uses most likely to introduce significantly greater height, residential density, and parking needs to the area, maintaining the SUP requirement present in the current R7 zoning is necessary and sufficient to limit one of the few potential significantly adverse impacts of the proposed rezoning.

PD26-0001
Aerial Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40

0 20 40 80 Feet

CITY OF DENTON
Development Services · GIS
Date: 2/12/2026

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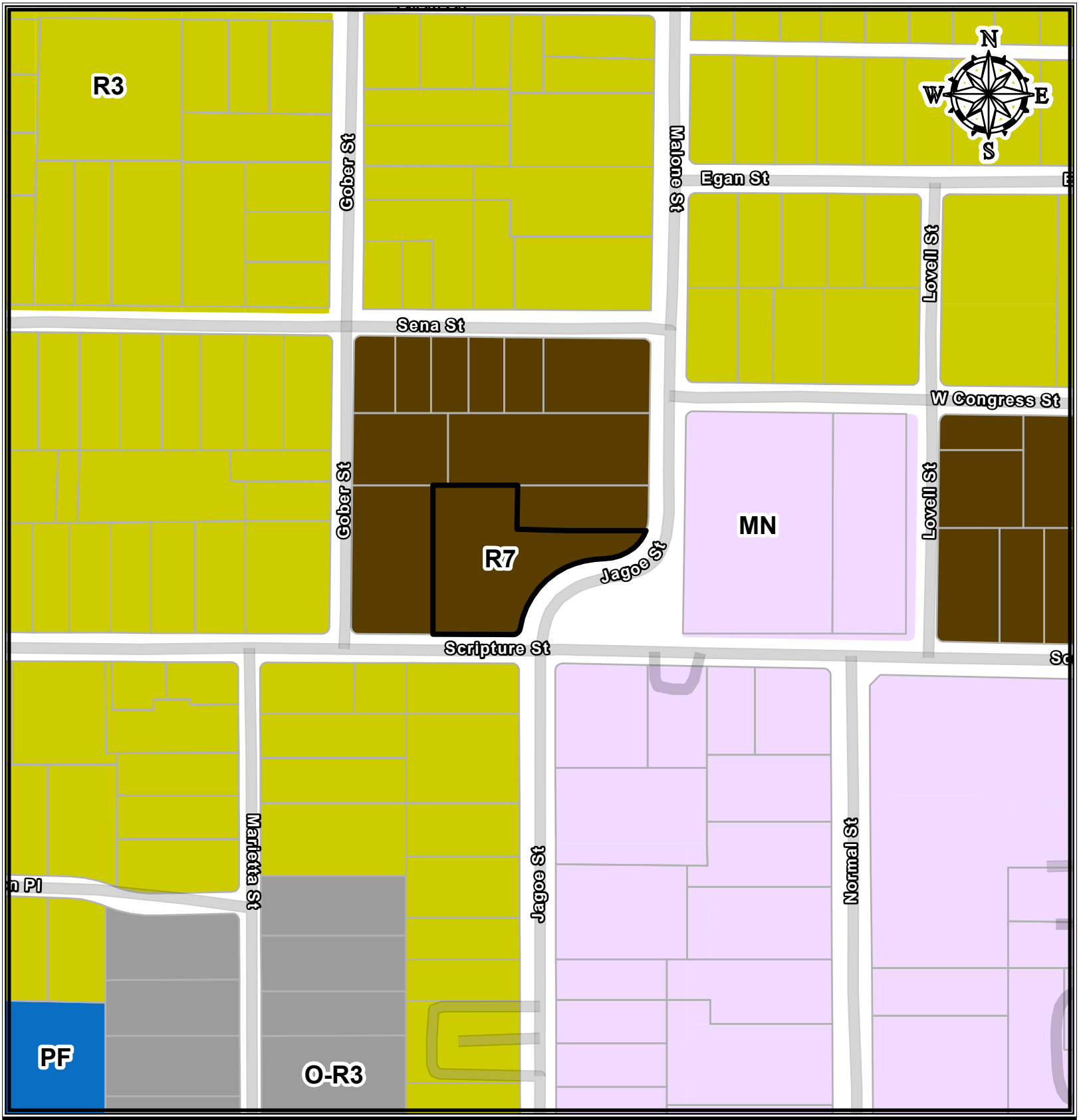
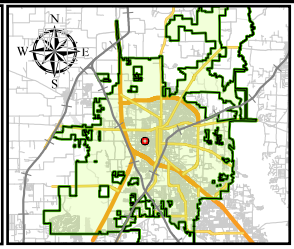
PD26-0001
Current Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY



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Date: 2/12/2026

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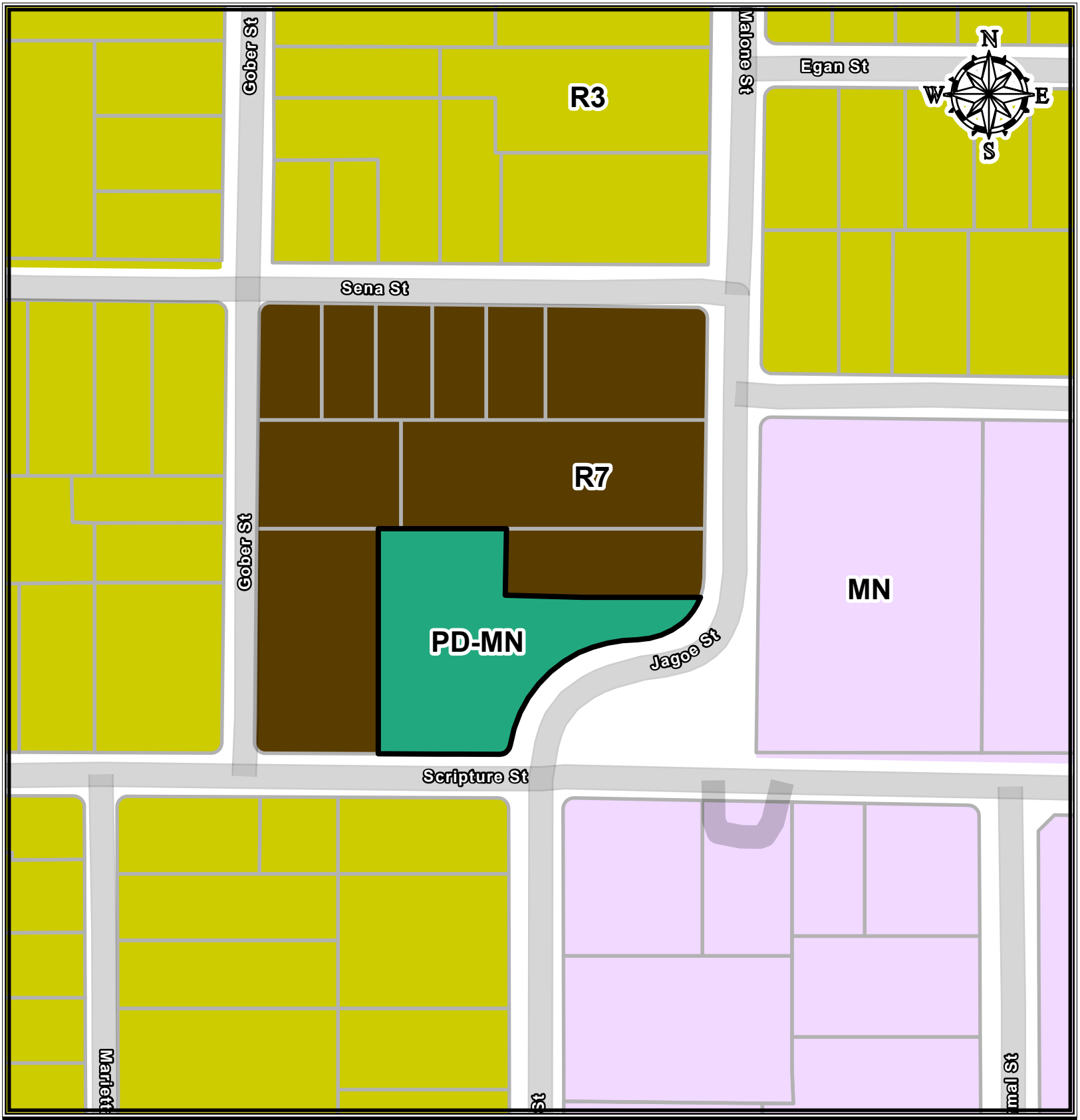
PD26-0001
Proposed Zoning Map



Roads

Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
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- MR - Mixed-Use Regional
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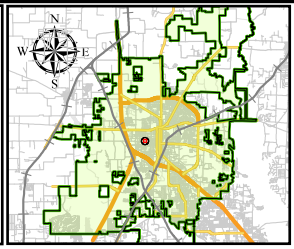

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CITY OF DENTON
Development Services · GIS
Date: 5/7/2026

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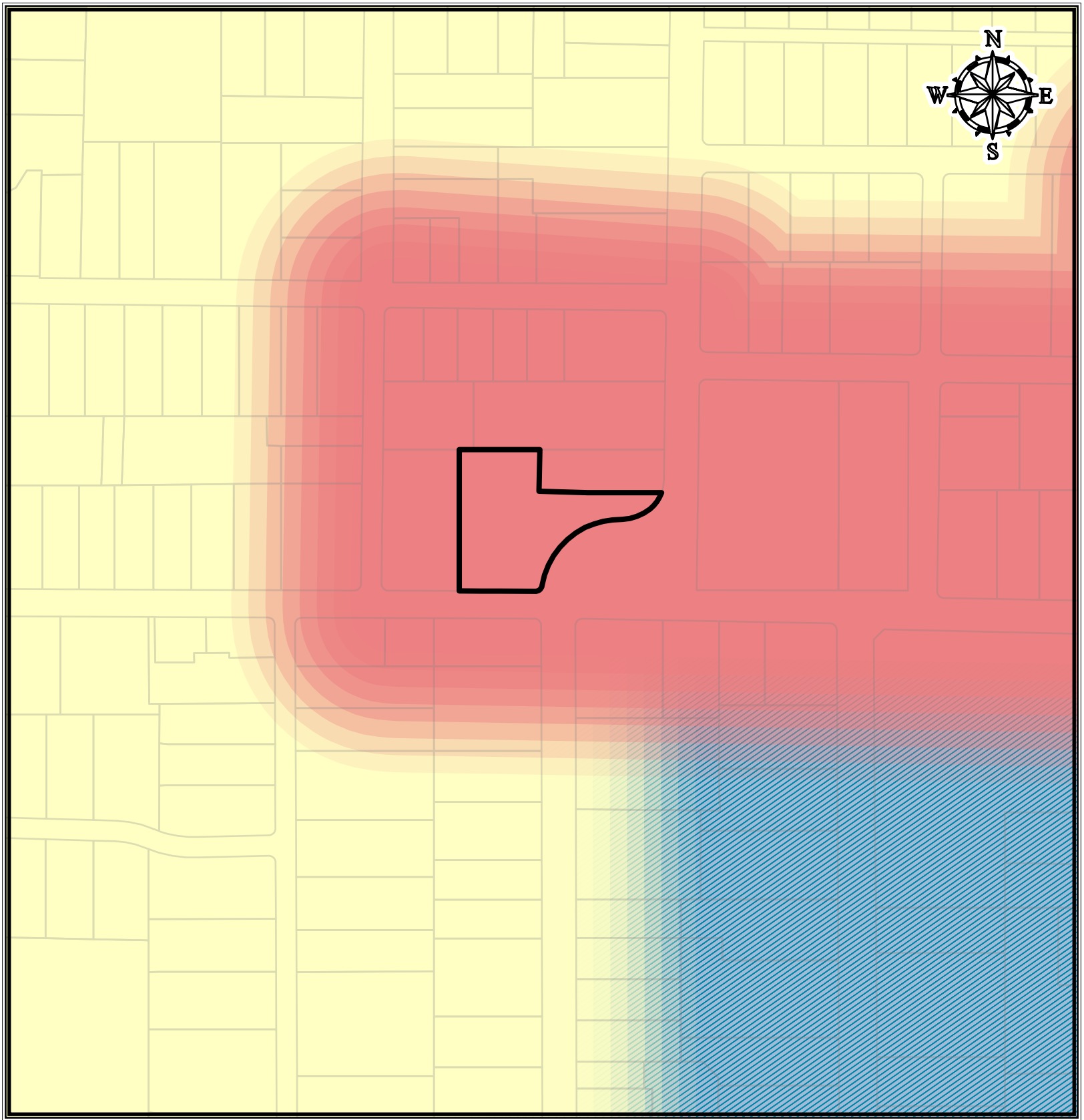
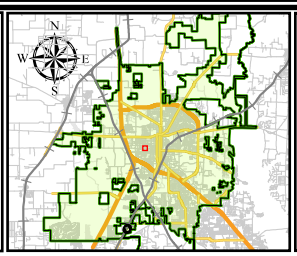
1716 Scripture St
Future Land Use Map



Future Land Use 2040

- Low Residential
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- 1716 Scripture Street



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CITY OF DENTON
Development Services · GIS
Date: 4/9/2026

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Exhibit B – OVERLAY PLANNED DEVELOPMENT STANDARDS
PD26-000X

PD-MN– 0.7667 acres

1716 Scripture Street
City of Denton, Denton County, Texas

SECTION 1: Purpose Statement

The regulations set forth in these development standards are for an Overlay Planned Development (PD) District as defined in Denton Development Code (DDC) Section 2.7.3C.1. The Overlay PD consists of approximately 0.7667 total acres described in Exhibit A and attached to this PD Ordinance.

The purpose of this PD is to facilitate the use of an existing 7,950 square foot building for an office and storage space.

SECTION 2: Use Regulations

Permitted land uses shall be in accordance with the mixed-use neighborhood (MN) zoning district as provided in DDC Table 5.2-A, as amended, except for the following uses, which may be permitted in this Planned Development only upon approval of a Specific Use Permit:

a. Multi-Family

SECTION 3: Development Standards and Conditions

In the event of modifications, additions, or redevelopment of the existing building, development within this PD shall comply with the Development Standards applicable to the MN zoning district as provided for in the Denton Development Code, as amended.

5.2.3 Table of Allowed Uses.

Table 5.2-A: Table of Allowed Uses																		
P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply																		
	Residential							**Mixed-Use**				**Corridor**		**Other Nonresidential**				**Use-Specific Standards**
	RR	**R1**	**R2**	**R3**	**R4**	**R6**	**R7**	**PD-MN**	**MN**	**MD**	**MR**	**SC**	**HC**	**GO**	**LI**	**HI**	**PF**	
Residential Uses																		
Household Living																		
Single-Family Detached Dwelling	P+	P+	P+	P+	P+	P+	P+	P+	P+									5.3.3A
Townhome					S+	P+	P+	P+	P+	P+	P+							5.3.3B
Duplex					S+	P+	P+	P+	P+	P+	P+							5.3.3C
Triplex						P+	P+	P+	P+	P+	P+							5.3.3C
Fourplex						P+	P+	P+	P+	P+	P+							5.3.3C
Multifamily Dwelling							S+	**S+**	P+	P+	P+	S+	S+	S+				5.3.3D
Tiny Home Development	Subject to approval of a planned development (PD); see 5.3.3E																	
Work/Live Dwelling	P+						P+	P+	P+	P+	P+	P+	S+	S+				5.3.3F
Manufactured Home Development (HUD Code)						S+	S+											5.3.3G
Group Living																		
Chapter House							S	S	S								P	
Community Home	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+							5.3.3I
Dormitory							S	S	S	P								
Elderly Housing						S+	S+	P+	P+	P+	P+	S+	S+					5.3.3H
Group Home	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+							5.3.3J
Public, Institutional, Religious, and Civic Uses																		
Community and Cultural Facilities																		
Airport, City-Owned																	P	
Cemetery, City-Owned																	P	
Cemetery, Privately-Owned	S+		S+								S+	S+	S+	S+	S+		S+	5.3.4I
Club or Lodge	P	S	S	S	S	S	S+	P+	P+	P	P+	P	P	P	P+	P+		5.3.4A
Community Service	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Day Care, Adult or Child	P	S	S	S	S	S	P	P	P	P	P	P	P	P	P+			5.3.4B
Funeral and Internment Facility										S	S	P	P	P	P			
Homeless Shelter	S+						S+	S+	S+	S+	S+						P+	5.3.4C
Landfill, City-Owned																	P	
Park, Playground, Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.4D
Educational Facilities																		
Business or Trade School								P+	P+	P+	P+	P+	P	P	P	P		5.3.4E

College or University										P	P			P				
School, Private	P	S	S	S	S	S	S	P	P	P	P	P	P	P			P	
School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
School, Charter	P	P+	P+	P+	P+	P+	P+	P	P	P	P	P	P	P	P+	P+	P	5.3.4J
Healthcare Facilities																		
Hospital Services											P+	P+	P	P				5.3.4F
Medical Clinic								S+	S+	S+	P+	P+	P	P	P			5.3.4G
Medical Office							P+	P+	P+	P+	P+	P+	P	P	P			5.3.4H
Commercial Uses																		
Agricultural and Animal Uses																		
General Agriculture	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P +	P+	P+	P+	5.3.5A
Commercial Stable	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5B
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Kennel	P+	S+	S+									P+	P+	S+	P+	P+		5.3.5C
Urban Farm	p	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Clinic	P	S	S					P	P	P+	P	P	P	P	P			5.3.5D
Recreation and Entertainment																		
Amenity Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Indoor Recreation Facility	P							P	P	P	P	P	P	P	P			
Outdoor Recreation Facility	P	P	P	P	P	P	P	S	S	S	S	P	P	P	P			
RV Park	S+		S+	S+	S+	S+	S+								S+	P+		5.3.5E
Food and Beverage Services																		
Bar, Tavern, or Lounge								S+	S+	P	P	P	P	P	P			5.3.5F
Mobile Food Court								S+	S+	S+	S+	S+	S+	S+	S+	S+		5.3.5G
Private Club	P+							P+	P+	P+	P+	P+			P+	P+		5.3.5H
Restaurant								P+	P+	P	P	P	P	P	P			5.3.5I
Restaurant, with Drive-Through								S+	S+	S+	P+	P+	P+	P+	P+			5.3.5J
Office, Business, and Professional Services																		
Administrative, Professional, and Government Office				S+	S+	S+	P+	P+	P+	P+	P	P	P	P	P	P	P	5.3.5K
Bank or Financial Institution							S+	P+	P+	P+	P	P	P	P	P			5.3.5L
Musician Studio								P+	P+	P+	P+	P+	P+	P+	P+	P+		5.3.5M
Credit Access Business								S+	S+	P+	P	P	P	P	P			5.3.5N
Printing, Copying, and Publishing Establishment								S	S	P	P	P	P	P	P	P		
Personal Services																		
Laundry Facility, Industrial													S	S	P	P		
Laundry Facility, Self-Service							S+	P+	P+	P+	P+	P	P	P	P	P		5.3.5O
Personal Service, General								P	P	P	P	P	P	P	P			

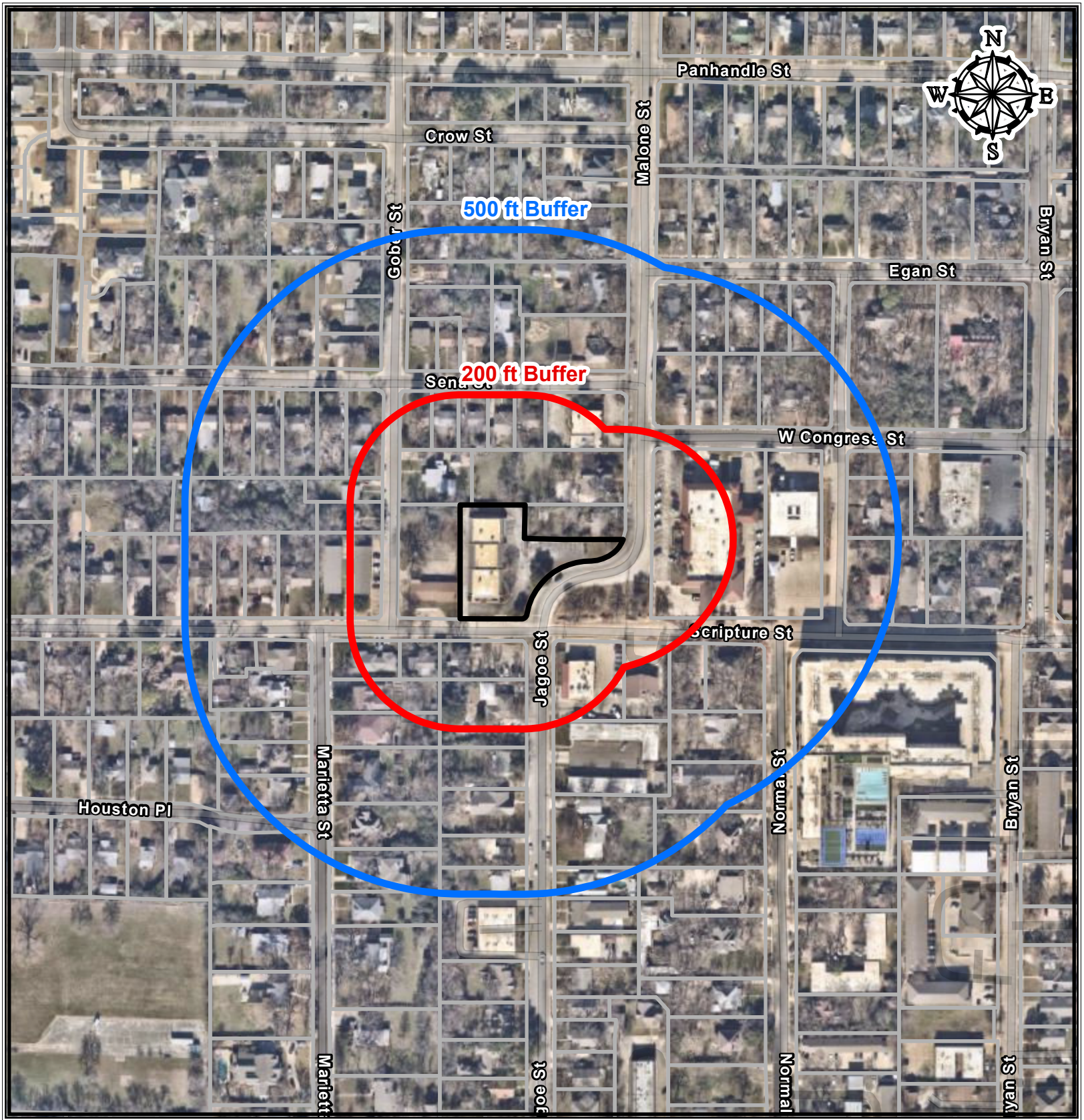
Tattoo and Body Piercing Parlor								P+	P+	P+	P+	P+	P+					5.3.5P
Retail Sales																		
Building Materials and Supply Store												S	P		P	P		
General Retail Unless Otherwise Specified, Less than 5,000 Square Feet							S+	P	P	P	P	P	P	P	P	P	P	5.3.5Q
General Retail Unless Otherwise Specified, Between 5,000 Square Feet and 15,000 Square Feet								P	P	P	P	P	P	P	P	P		
General Retail Unless Otherwise Specified, More than 15,000 Square Feet								S	S	S	P	P	P	P	P+	P+		5.3.5R
Smoke Shop										P	P	P	P					
Lodging Facilities																		
Bed and Breakfast	P+				S+	S+	S+	P+	P+	P+	P+	P+						5.3.5S
Boarding or Rooming House								S	S	P	P	P						
Hotel								P	P	P	P	P	P	P	P			
Motel											P	P	P	P	P			
Short-Term Rental	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+				5.3.5T
Vehicles and Equipment																		
Auto Wash											P	P	P	P	P	P		
Automotive Fuel Sales								S+	S+	S+	P+	P+	P+	P+	P+	P+		5.3.5U
Automotive Repair Shop, Major											P+	P+	P+	S+	P+	P+		5.3.5V
Automotive Repair Shop, Minor								S+	S+		P+	P+	P+	P+	P+	P+		5.3.5W
Automotive Sales or Leasing													P					
Automotive Wrecking Service, Impound Lot, Junkyard, and Salvage Yard															S+	P+		5.3.5X
Equipment Sales and Rental													S+		S+	P+		5.3.5Y
Parking Lot as a Principal Use										P	P	P	P	P	P	P		
Travel Plaza													P		P	P		
Adult Entertainment Establishments																		
Sexually Oriented Business																S+		5.3.5Z
Industrial Uses																		
Data Center																		

Data Center, Modular															S^+	S^+	S^+	5.3.6I
Data Center, Warehouse											S^+	S^+	S^+	P^+	P^+	P^+	P^+	5.3.6J
Manufacturing and Processing																		
Craft Alcohol Production								S	S	P+	P+	P+	P	P	P	P		5.3.6A
Feedlot, Slaughterhouse, or Packaging Plant	S															S		
Food Processing, Less than 2,500 Square Feet								P+	P+	P+	P+	P+	P+	P+	P+	P+		5.3.6B
Food Processing, More than 2,500 Square Feet								S+	S+	S+	P+	P+	P+	P+	P+	P+		5.3.6C
Gas Well	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	Subchapter 6: Gas Wells
Manufacturing, Artisan								P+	P+	P+	P	P	P	P	P	P		5.3.6D
Manufacturing, Low-Impact										S+	P+	P+	P+	P+	P	P		5.3.6E
Manufacturing, Medium-Impact														S	S	P		
Manufacturing, High-Impact																S		
Commercial Incinerator, Transfer Station																S		
Storage and Warehousing																		
Outdoor Storage															S+	S+	S+	5.3.6F
Self-Service Storage								S+	S+	S+	S+	P+	S+	P+	P+	P+		5.3.6G
Storage of Hazardous Materials																S		
Warehouse and Wholesale Facility											S+	S+	P	P	P	P		5.3.6H
Public and Semi-Public Utility Uses																		
Basic Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Power Stations, Electric Substations, Interchanges, and Switch Stations	P+							P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.7A
Solar Collector as Principal Use	S+													S+	S+	S+	P+	5.3.7B
Wind Energy Conversion System (WECS)																S+	S+	5.3.7C
Wireless Telecommunications		See Section 5.6: Wireless Telecommunications Facilities																
Accessory Uses																		
Accessory Dwelling Unit	P+	P+	P+	P+	P+	P+	P+	P+	P+									5.4.4A

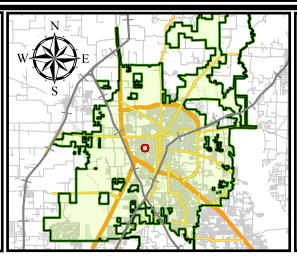
Donation Box	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4B
Home Occupation	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+						5.4.4C
Outdoor Storage, Accessory													P+	P+	P+	P+	P+	5.4.4D
Sale of Produce and Plants Raised on Premises	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4E
Solar Collector, (Ground- or Building-Mounted)	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4F
Wind Energy Conversion System (WECS), Small (Ground-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	5.4.4G
Wind Energy Conversion System (WECS), Small (Building-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	0
Temporary Uses																		
Temporary Storage Containers and Other Portable Storage Units	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6A
Concrete or Asphalt Batching Plant, Temporary	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6B
Farmer's Market or Open Air Market								P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Field or Construction Office	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6C
Seasonal Sales								P+	P+	P+	P+	P+	P+	P+	P+	P+		5.5.4
Special Event								P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Portable Wireless Telecommunications Facility	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4

(Ord. No. DCA19-0012a, § 2(Exh. A), 11-5-2019; Ord. No. DCA19-0023a, § 2(Exh. A), 1-7-2020; Ord. No. DCA19-0025a, § 2(Exh. A), 2-4-2020; Ord. No. DCA19-0027a, § 2(Exh. A), 2-4-2020; Ord. No. DCA20-0004, § 2, 10-20-2020; Ord. No. DCA22-0003a, § 2(Exh. A), 9-20-2022; Ord. No. DCA23-0010b, § 2(Exh. A), 9-19-2023; Ord. No. DCA23-0001b, § 2(Exh. A), 9-26-2023; Ord. No. DCA23-0011b, § 2(Exh. A), 12-5-2023; Ord. No. DCA24-0006a, § 2(Exh. A), 6-4-2024; Ord. No. DCA24-0009a, § 2(Exh. A), 8-20-2024; Ord. No. DCA23-0002l, § 2(Exh. A), 10-22-2024)

PD26-0001
Notification Map



Parcels Standalone



0 70 140 280 Feet

CITY OF DENTON
Development Services · GIS
Date: 2/12/2026

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

DEPARTMENT OF DEVELOPMENT SERVICES
Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

Public Hearing Notification Sign Criteria and Affidavit

A public hearing notification sign is a sign erected on the subject property to publicize a Future Land Use or Zoning Change request, a Specific Use Permit request, a Variance request, or a Historic Landmark Designation request. ***The number of signs and the placement of signs shall be determined at the time of First Review Comments for each specific request.*** It is the responsibility of the owner/project representative to contact Development Services Department to verify the number and location of signs needed.

Sign Criteria:

SIGN DESIGN

- Signs shall be four (4) feet wide by four (4) feet tall. (Please refer to attached sign exhibit.)
- The sign shall be constructed in accordance with the City's design standards for public hearing notification signs.
  a) Two (2) sided, ten (10) millimeter Coroplast sign or other material of equivalent strength and durability.
  b) Lettering shall be placed on both sides of the sign.
  c) The letter font style shall be Trebuchet MS. The required font size is 230 (bold) for the sign heading and 180 for the remainder of the sign. Of the smaller words on the sign, everything is bold except the number field, name field, request field, and the website address. (Please refer to attached sign exhibit.)
  d) Metal or wood posts shall be used.
- The sign shall comply with the layout and dimensions on the attached Public Hearing Notification Sign Specification sheet.

PLACEMENT

- The sign shall be posted perpendicular to the property line, and visible and legible from adjacent rights-of-way, but except alleys, at a location(s) determined by staff.
- If the subject property is on more than one (1) right-of-way, one (1) sign shall be posted along each right-of-way for each 500 feet of linear street frontage of the property.
- Signs shall be located outside of the public right-of-way, and shall be a minimum of two (2) feet off the ground, unless otherwise directed by the Director of Development Services or designee.

PROOF OF POSTING

- **At least 10 days prior to the public hearing, the applicant shall submit an executed affidavit of proof of the posting (attached) and photographs of the installed sign to the Planning Project Manager.**

  Failure to post the notification sign(s) and submit the affidavit and photographs will require that the public hearing item be withdrawn and re-noticed until the next public hearing date available.

- The property owner is responsible for maintaining the sign on the property throughout the entire public hearing process. If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign and posting the sign on the property promptly.

REMOVAL OF SIGNS

- **The property owner or his/her representative must remove the sign within three (3) calendar days subsequent to the final decision by the approving body.**

DEPARTMENT OF DEVELOPMENT SERVICES
Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

CITY OF DENTON PUBLIC HEARING NOTIFICATION SIGN SPECIFICATIONS

4 Feet

4 Feet

Notice of Public Hearing

Project Number: PD26-0001

Project Name: 1716 Scripture

Request: Planned Development

For more info:

www.cityofdenton.com/ProjectInfo

Call: (940) 349-8600

File Downloads for Sign Posting

QR Code File Download

Logo File Download

DEPARTMENT OF DEVELOPMENT SERVICES

Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

PUBLIC HEARING NOTIFICATION SIGN AFFIDAVIT OF SIGN POSTING

Project No. PD26-0001

Date of Planning and Zoning Commission Meeting: April 29th, 2026

I hereby certify that I have posted or caused to be posted Public Hearing Notification sign(s) on the property subject to Project Name/Number 1716 Scripture - PD26-0001, located at 1716 Scripture St.
Said sign(s) have been obtained through a sign contractor of choice and meet the specifications as stated in the City of Denton Public Hearing Sign Criteria Sheet.
Posting of said signs was accomplished on 4-10, 2026. Said signs have been posted in a manner that provides an unobstructed view and allows clear reading from the public right(s)of-way along Scripture Street and Jagoe Street.
Said signs will be maintained on the property throughout the entire public hearing process and will be removed within three (3) calendar days subsequent to the final decision by the approving body. I further certify that this affidavit was filed with the Planning Department of the City of Denton within the time provisions specified in the City of Denton Public Hearing Sign Criteria Sheet.

Executed this the 10th day of April, 2026.

Aimee Bissett
Signature of Applicant or Authorized Representative for Project No.

Aimee Bissett
Printed Name of Applicant or Authorized Representative for Project No.

STATE OF TEXAS COUNTY OF Denton BEFORE ME, a Notary Public, on this 10th day personally appeared Aimee Bissett the above signed, who, under oath, stated the following: "I hereby certify that I am the owner, for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 10 day of April, 20 26.

Candy J. Whitaker
Notary Signature (seal)

CANDY J. WHITAKER
Notary Public, State of Texas
Comm. Expires 09-06-2027
Notary ID 129516175

PLEASE NOTE: ***Failure to post the notification sign(s) on the property by the close of business (5 pm) on the tenth (10th) day prior to the first public hearing shall result in the postponement of consideration by the Board or Commission.***

STAFF USE ONLY:

Date/Time submitted: April 10, 2026 Verified by: Sean M. Jacobson

PD26-0001 - 1716 Scripture St. Denton TX.





Sign Photos - Locations Placed at 1716 Scripture and Jogoe St.









PD26 1716 Scripture – Neighborhood Meeting – April 14, 2026

Attendees: 1 resident

Comments:

- Resident Question: Is there a particular tenant in mind for the location?
    - Applicant Response: Yes, US Aviation was the initial reason for the change. They changed their mind, and property owner is proceeding.
- Resident Question: Would neighbors be sent notifications about any SUP to expand the building in the future?
    - Applicant Response: If a proposed expansion in the future was for a use that required an SUP, the neighbors would be notified prior to the Public Hearing.

Filing Number: 802341221
Original Date of Filing: December 2, 2015
Formation Date: N/A
Tax ID: 32058955785
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence

FEIN:

Name: Non-Typical Properties, LLC
Address: PO BOX 501
SANGER, TX 76266 USA

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT | ASSUMED NAMES | ASSOCIATED ENTITIES | INITIAL ADDRESS

Last Update	Name	Title	Address
July 21, 2024	Chad Corbin	Managing MB	PO Box 501 Sanger, TX 76266 USA
July 21, 2024	Jeremy Fykes	Managing MB	8205 Crooked Stick Lane Argyle, TX 76226 USA

PD26-0001b
1716 Scripture

Sean Jacobson

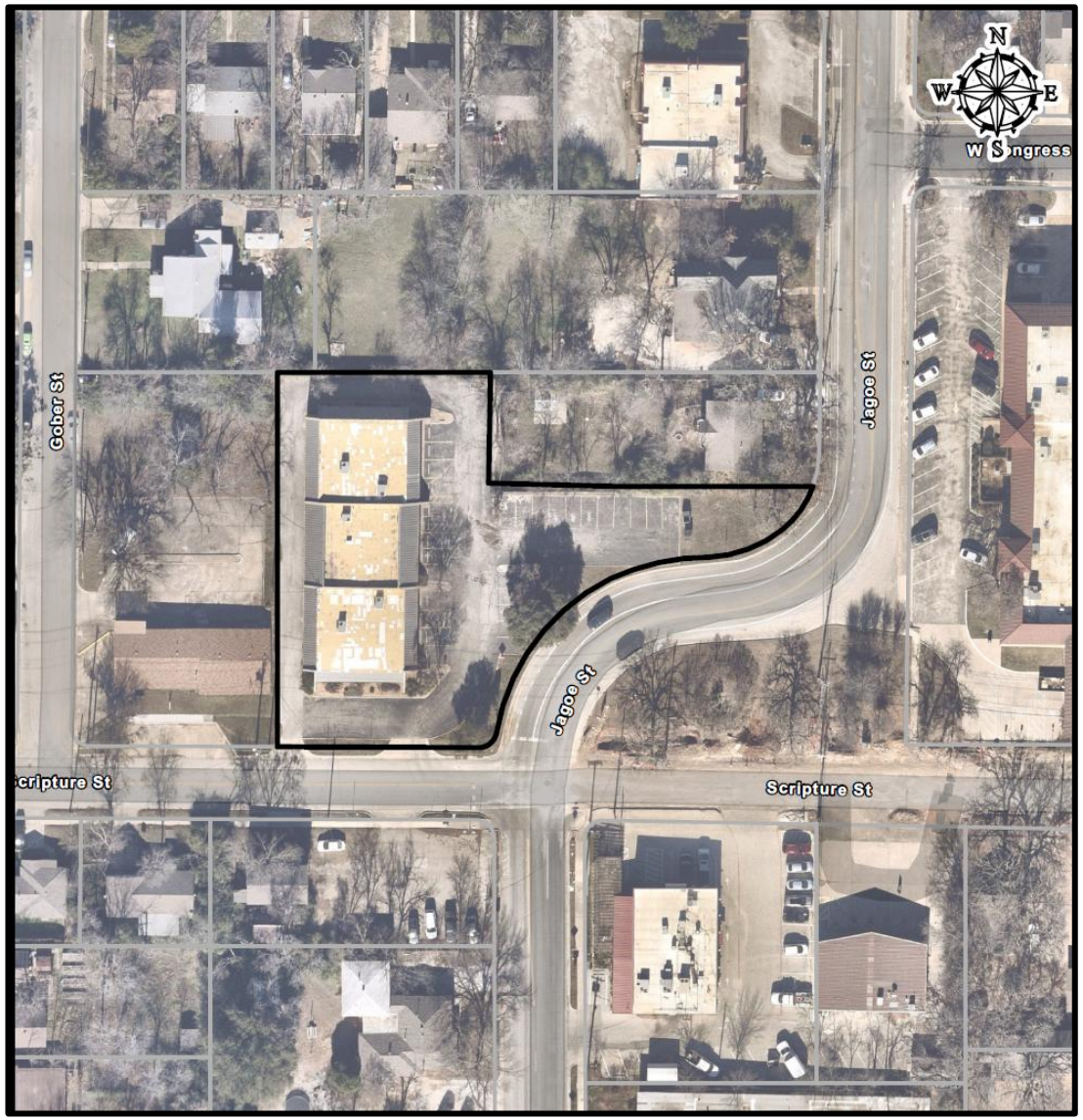
Senior Planner

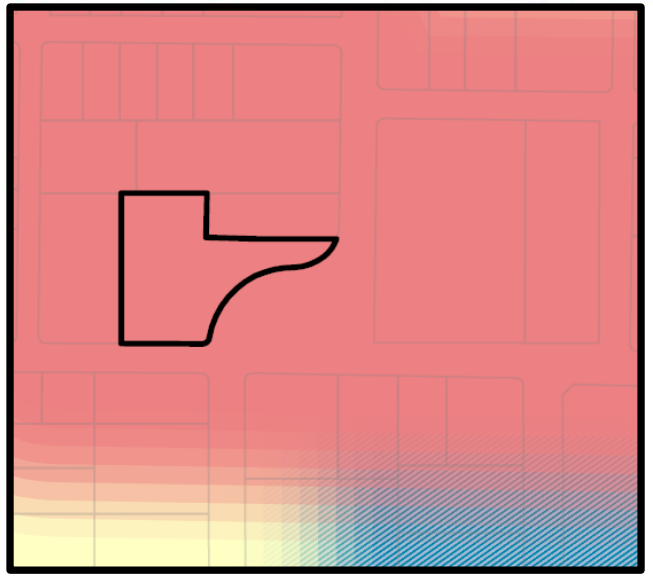
May 19, 2026

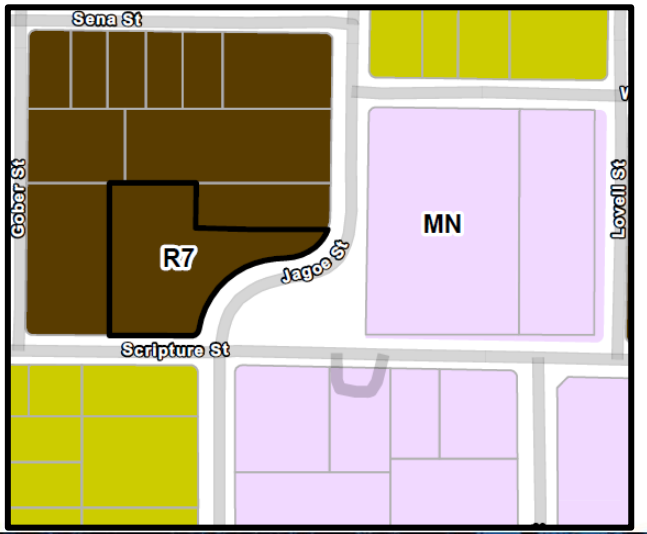
CITY OF DENTON

Summary

- Request to rezone from R7 to PD-MN
- 0.786ac on north side of Scripture St, at the corner of Scripture St and Jagoe/Malone Street.
- Request would:
  - Establish an MN base zoning district
  - Add an SUP requirement for Multifamily to the MN base zoning
- Staff recommends approval of the request as it complies with Sections 2.4.5.E and 2.7.3.E of the DDC

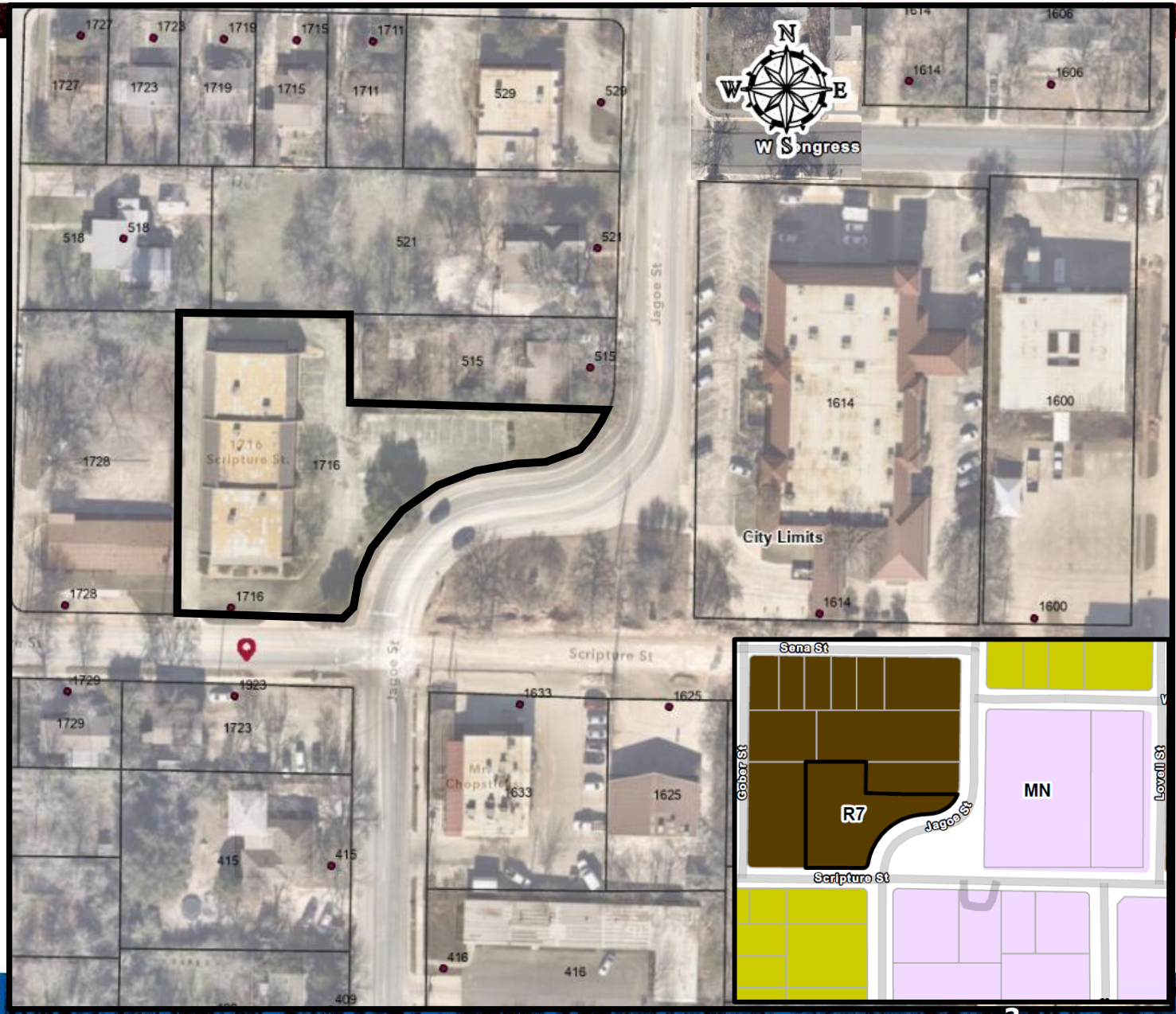






Existing Conditions

- Commercial building existing; no proposed redevelopment.
- Surrounding land uses are commercial to the east, west, and southeast; residential to the north and multi-unit residential to the south and multi-unit residential to the southwest.



Criteria for Approval, DDC Subchapter 2

General Approval Criteria for All Applications (Sec. 2.4.5.E)

1. General Criteria
2. Prior Approvals
3. **Consistent with the Comprehensive Plan and Other Applicable Plans**
4. **Compliance with this DDC**
5. Compliance with other regulations
6. Consistent with Interlocal and Development Agreements
7. Minimizes Adverse Environmental Impacts
8. **Minimizes Adverse Impacts on Surrounding Property**
9. Minimizes Adverse Fiscal Impacts
10. Compliance with Utility, Service, and Improvement Standards
11. Provides Adequate Road Systems
12. Provides Adequate Public Services and Facilities
13. Rational Phasing Plan

Planned Development Criteria for Approval (Sec 2.7.3.E)

1. **Complies with the goals of the Comprehensive Plan**
2. Complies with the goals of relevant Area Plans
3. Complies with this DC, except where modifications are expressly authorized through the PD Regulations Document and PD Development Plan
4. Provides a greater level of building design quality, community amenities, and connectivity than would be required if the project were not being developed in a PD District
5. In the case of proposed residential development, that the development will promote compatible buildings and uses and that it will be compatible with the character of the surrounding area
6. **In the case of proposed commercial, industrial, institutional, recreational and other non-residential uses or mixed-uses, that such development will be appropriate in area, location, and overall planning for the purpose intended; and**
7. The provisions for public facilities such as schools, fire protection, law enforcement, water, wastewater, streets, public services and parks are adequate to serve the anticipated population within the PD District
8. **The conditions and/or restrictions imposed by the PD are necessary and sufficient to address any significantly adverse impacts to surrounding properties or the neighborhood**

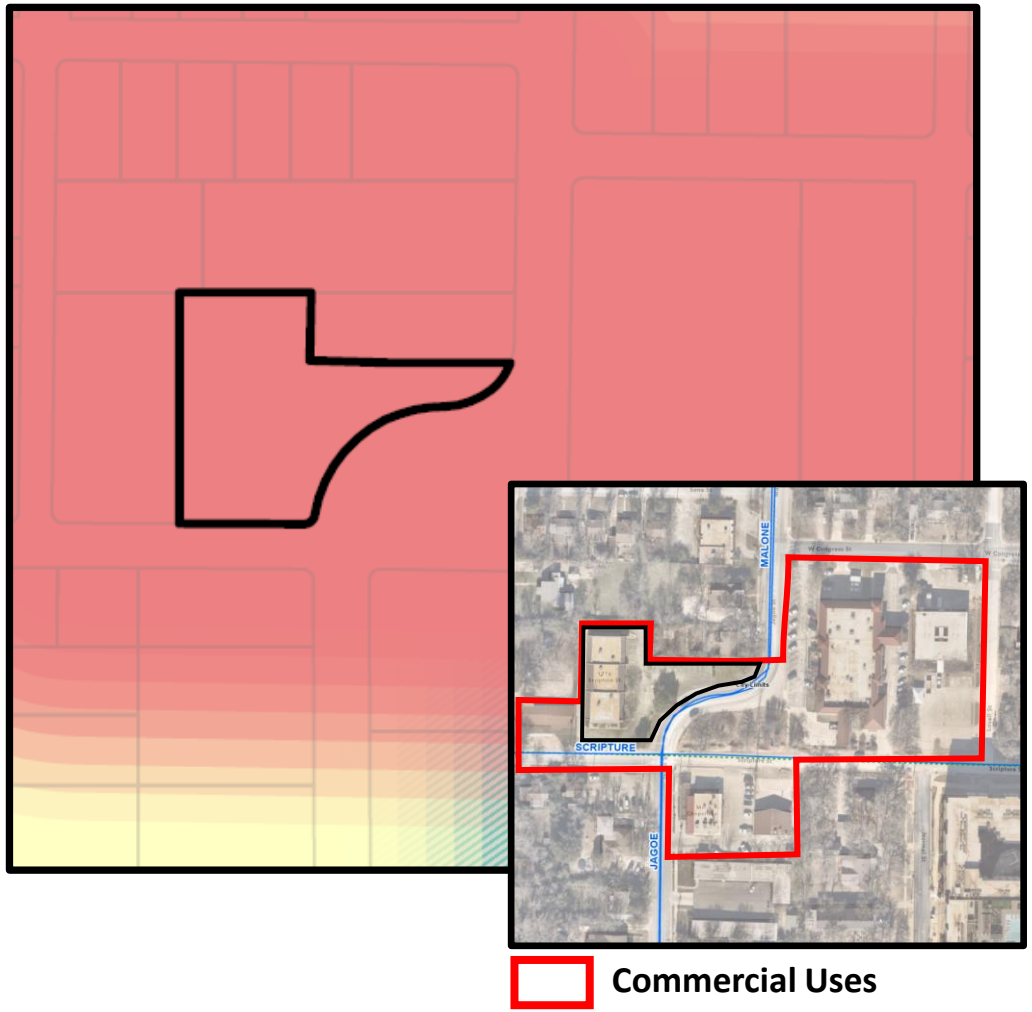
Summary:

- ✓ **The new PD would be subject to the MN development standards of the DDC**
- ✓ **Requires SUP for Multifamily development, providing for additional review and public input to minimize adverse impacts**
- ✓ **Complies with the FLUM designation and other goals of the Comprehensive Plan**

Denton 2040 Plan

The **Neighborhood Mixed-Use** future land use:

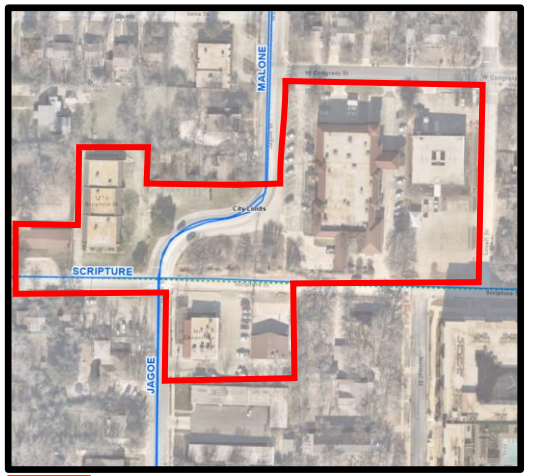
- Applies to neighborhoods or districts where the predominant use is residential, but with a mix of compatible housing types and densities along with local-serving, non-residential retail and service uses.
- Proposed PD-MN zoning would allow a wider range of local-serving commercial uses by right, such as banks, retail, and restaurants, at the intersection of two collectors.



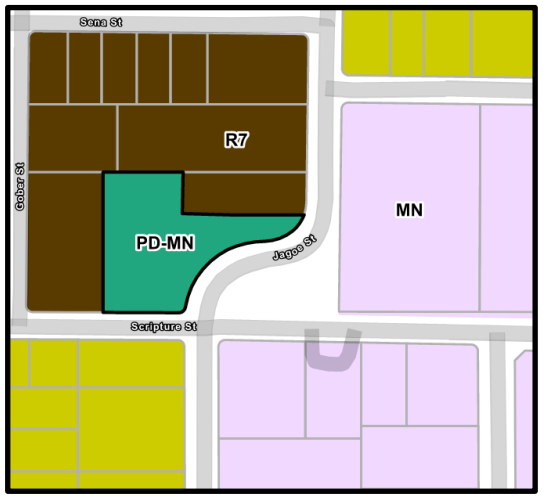
- Complies with other goals of the Comprehensive Plan such as to grow compactly with infill development, maintain and strengthen commercial and employment areas, and support a fiscally advantageous land use pattern by facilitating additional uses where infrastructure exists.
- Aligns with Oak Gateway Area plan recommendations:
  - "Modify zoning where needed to encourage revitalization and reinvestment."
  - "Create more businesses along Scripture Street that are walkable and in scale with the area."
- **The proposed PD-MN District is consistent**

2.4.5E.8/2.7.3E.8 Minimize Adverse Impacts
2.7.3E.6 Permitted Development Appropriate to Area

- PD overlay ensures that any proposed Multifamily requires an SUP:
  - Maintains consistency for neighbors – current R7 zoning requires SUP
  - SUP provides additional review, opportunity for public input
- Impact of any future development height increases is limited by:
  - SUP requirement above 41’
  - Building Height in Transition Areas
- PD-MN zoning proposed at intersection where MN has existed around the intersection since 2019
- PD-MN zoning of the subject site facilitates a wider range of commercial uses on a lot that is:
  - Part of a longstanding node of neighborhood-serving commercial uses
  - At intersection of two collectors.



Commercial Uses



Proposed Zoning

Public Outreach

- Newspaper Ad: May 2, 2026
- Property Posted: April 10, 2026
- Mailed Notices:

  200 ft. Public Notices mailed: 26

  500 ft. Courtesy Notices mailed: 136

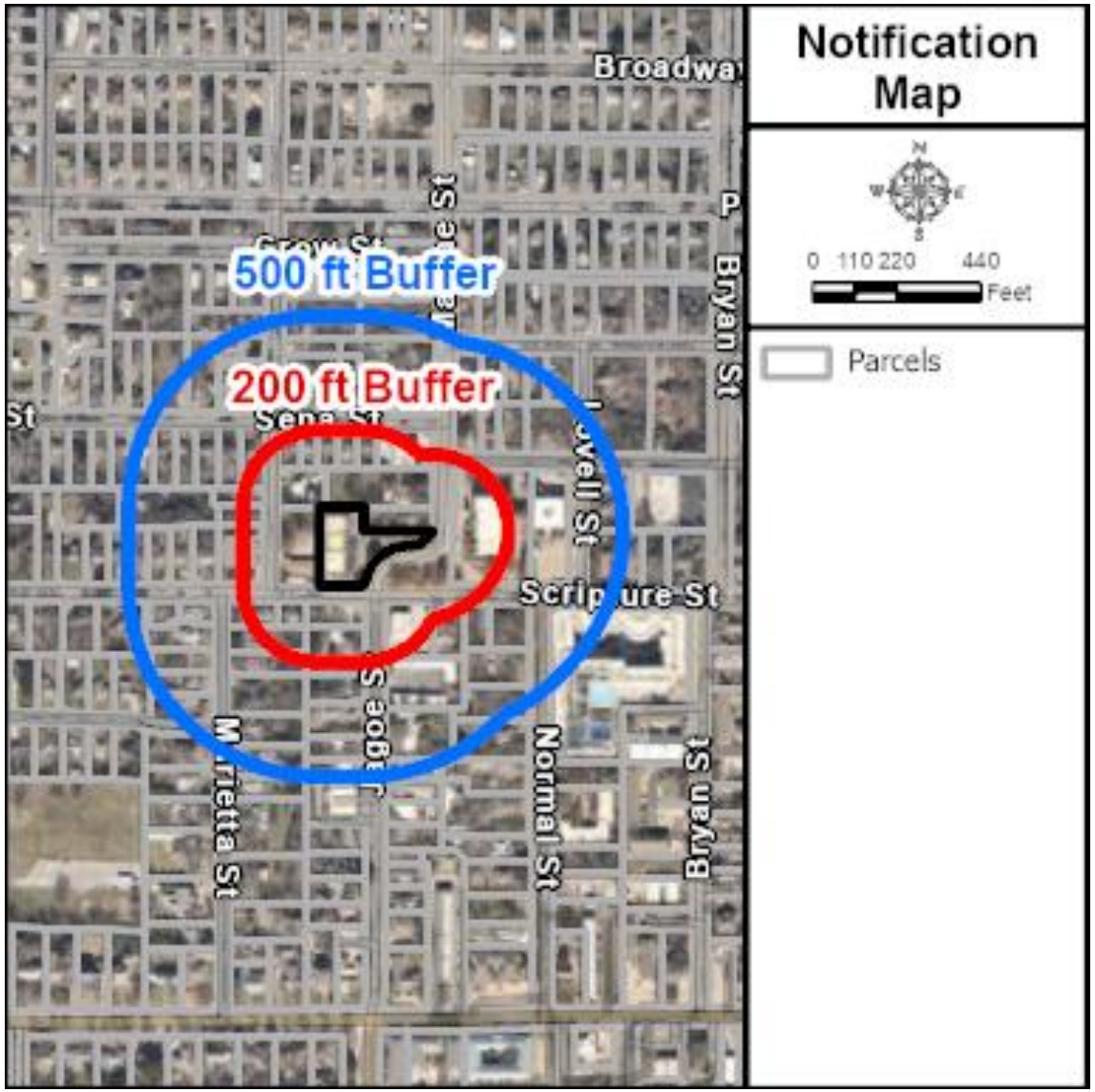
- Responses:

  In Opposition: 0 (0%)

  In Favor: 0

  Neutral: 0

- Applicant held neighborhood meetings on February 26 and April 14, 2026.



Recommendation

The Planning and Zoning Commission recommends approval [5-0]

Staff recommends **approval** of the request, as it complies with the criteria in Sections 2.4.5E and 2.7.3E of the Denton Development Code (DDC).

QUESTIONS?

Sean Jacobson
Senior Planner
Planning & Development Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS REGARDING A CHANGE IN THE ZONING DISTRICT AND USE CLASSIFICATION FROM RESIDENTIAL 7 (R7) DISTRICT TO OVERLAY PLANNED DEVELOPMENT (PD) DISTRICT WITH A MIXED-USE NEIGHBORHOOD (PD-MN) BASE ZONING DISTRICT ON APPROXIMATELY 0.786 ACRES OF LAND, GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF JAGOE STREET AND SCRIPTURE STREET IN THE CITY OF DENTON, DENTON COUNTY, TEXAS; ADOPTING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF $2,000.00 FOR VIOLATIONS THEREOF; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Aimee Bissett, of McAdams Engineering, applied on behalf of the property owner, Non-Typical Properties, LLC, to rezone approximately 0.786-acres from Residential 7 (R7) District to an Overlay Planned Development Suburban Corridor (PD-MN) District, legally described and depicted in Exhibit "A" (hereinafter, the "Property"); and

WHEREAS, on April 29, 2026, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, have held due hearings and afforded full and fair hearings to all property owners interested in this regard, and have recommended approval (5-0) of the amendment; and

WHEREAS, on May 19, 2026, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards for a zoning change to Overlay Planned Development (PD) District set forth in Section 2.7.3 of the Denton Development Code, and is consistent with the Denton 2040 Comprehensive Plan and the Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for a change in the zoning classification of the property, have determined that the proposed use is in the best interest of the health, safety, morals, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said zoning change is in the public interest and should be granted as set forth herein; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference and found to be true.

SECTION 2. The zoning district and use classification for the Property is hereby changed from Residential 7 (R7) District to an Overlay Planned Development Mixed-Use Neighborhood (PD-MN) District. The Development Standards for the Property are described in Exhibit "B" attached hereto and incorporated herein by reference. Development of the Property shall be in accordance with the Development Standards in Exhibit "B".

SECTION 3. The City's official zoning map is hereby amended to show the change in the zoning district and use classification.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. Any person, firm, partnership or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon _____

Exhibit A

0.786 - Acres
E. Puchalski Survey, Abstract No. 996,
Denton, Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the E. Puchalski Survey, Abstract Number 996 in the City of Denton, Denton County, Texas, being a part of Lots 1 and 3, Block 1 of W.W. Wright Addition, an Addition to the City of Denton, Denton County, Texas according to the Plat thereof recorded in Volume 75, Page 88, Deed Records, Denton County, Texas, and being all that certain tract of land conveyed by deed from Lila A. Walen to Denton County Friends of The Family, Inc., recorded under Clerk's File Number 96-R0083814, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod found for corner in the North line of Scripture Street, a public roadway, said point being the Southeast corner of that certain tract of land conveyed by deed from James K. Dowling, et al, to Jerry L. Gage, recorded in Volume 4282, Page 1474, Real Property Records, Denton County, Texas;

THENCE North 00 degrees 19 minutes 35 seconds East, 202.63 feet with the East line of said Gage tract to a fence corner for corner in the South line of that certain tract of land conveyed by deed from Johhnie Catherine Bilyeu, et al, to Wayne D. Work and wife, Kathleen M. Work recorded under Clerk's File Number 95-R0070581, Real Property Records, Denton County, Texas;

THENCE South 89 degrees 26 minutes 20 seconds East, pass at 100 feet the Southwest corner of that certain tract of land conveyed by deed from Johnnie Wells Bilyeu, et al, to Ronald Strike, et al, recorded under Clerk's File Number 96-R0033950, Real Property Records, Denton County, Texas, a total distance of 124.68 feet with said South line of said Work and Strike tracts to a fence corner for corner, said point being the Northwest corner of that certain tract of land conveyed by deed from James O. Pannell and wife, Carol M. Pannell to Tom Larussa and wife, Donna Larussa recorded under Clerk's File Number 97-R002816, Real Property Records, Denton County, Texas;

THENCE South 00 degrees 01 minute 24 seconds East, 62.03 feet with the West line of said Larussa tract to a fence corner for corner, said point being the Southwest corner of said Larussa tract;

THENCE East, 174.23 feet with the South line at said Larussa tract to an iron rod found for corner in the West line of Malone Street, a public roadway;

THENCE along the arc of a curve to the right having a central angle of 60 degrees 43 minutes 03 seconds, a radius of 73.53 feet, an arc length of 77.92 feet, whose chord bears South 60 degrees 01 minute 11 seconds West, 74.32 feet with said West line of said Malone Street to an iron rod found for corner;

THENCE along the arc of a curve to the left having a central angle of 78 degrees 37 minutes 36 seconds, a radius of 109.80 feet, an arc length of 15.68 feet, whose chord bears South 51 degrees 03 minutes 53 seconds West, 139.13 feet with said West line of said Malone Street to an iron rod found for corner;

THENCE South 11 degrees 45 minutes 10 seconds West, 12.96 feet with said West line of said Malone Street to an iron rod found for corner in said North line of said Scripture Street;

THENCE South 89 degrees 01 minute 44 seconds West, 124.86 feet with said North line of said Scripture Street to the PLACE OF BEGINNING and containing 0.786 acre of land, more or less.

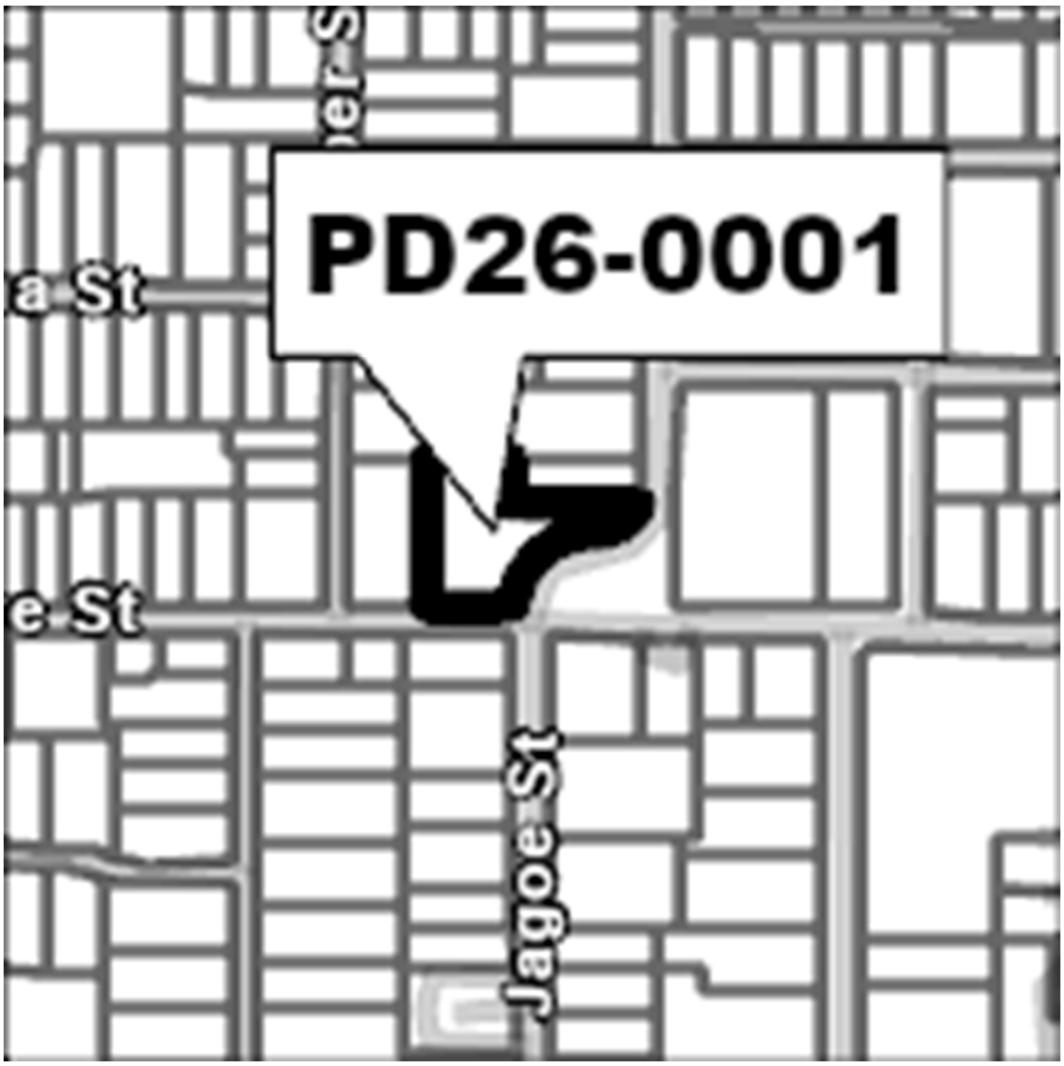

PD26-0001
a St
e St
Jagoe St

Exhibit B – OVERLAY PLANNED DEVELOPMENT STANDARDS
PD26-000X

PD-MN– 0.786 acres

1716 Scripture Street
City of Denton, Denton County, Texas

SECTION 1: Purpose Statement

The regulations set forth in these development standards are for an Overlay Planned Development (PD) District as defined in Denton Development Code (DDC) Section 2.7.3C.1. The Overlay PD consists of approximately 0.786 total acres described in Exhibit A and attached to this PD Ordinance.

The purpose of this PD is to facilitate the use of an existing 7,950 square foot building for an office and storage space.

SECTION 2: Use Regulations

Permitted land uses shall be in accordance with the mixed-use neighborhood (MN) zoning district as provided in DDC Table 5.2-A, as amended, except for the following uses, which may be permitted in this Planned Development only upon approval of a Specific Use Permit:

a. Multi-Family

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ICM: Cassey Ogden

DATE: May 19, 2026

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in zoning district and use classification from a Residential Rural (RR) district to a Suburban Corridor (SC) district on approximately 4.37 acres of land generally located on the south side of Hartlee Field Road, approximately 580 feet east of East Sherman Drive in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [5-0] to recommend approval of the request. Motion for approval by Commissioner Dyer and second by Commissioner Ketchersid. (Z25-0017a, Denton Striker, Ashley Ekstedt)

https://dentontx.new.swagit.com/videos/384387?ts=3516

BACKGROUND

The applicant, Kimley-Horn, on behalf of the property owner, Denton Double Down, LLC, has submitted an application to rezone approximately 4.37 acres of land from a Residential Rural (RR) zoning district to a Suburban Corridor (SC) zoning district to align with the existing zoning on the adjacent parcels under the same ownership. The subject property was voluntarily annexed in January of 2026 and automatically given the placeholder zoning of RR after annexation in accordance with the Denton Development Code (DDC). If this zoning change is approved, any of the uses permitted in the SC District could be developed on the subject property. See Exhibit 7 for a complete list of uses permitted by right and by Specific Use Permit within the SC District.

The subject property is not currently developed, and the applicant does not currently have development plans for the property. The subject property is under common ownership with parcels to the west and south that already have SC zoning in place. The surrounding properties to the north are zoned Residential 4 (R4) District and within the Extraterritorial Jurisdiction (ETJ). The surrounding properties to the south, on both sides of Loop 288, are zoned SC. To the west, the surrounding property is zoned SC and Public Facilities (PF). The properties to the east are within the ETJ.

A full Staff Analysis is provided in Exhibit 2.

PLANNING AND ZONING COMMISSION

On April 29, 2026, the Planning & Zoning Commission held a public hearing and recommended approval of the rezoning [5-0]. No members of the public spoke in support of or in opposition to the project. A summary of the Commission's questions and discussion is provided below:

- In work session, a Commissioner asked whether this request was predominantly commercial. The future land use designation of Community Mixed Use promotes a mix of uses, of which various commercial uses remain predominant. The requested SC zoning district provides moderate- to high-intensity commercial, office, and retail uses along high-trafficked corridors.

OPTIONS

1. Approval
2. Denial
3. Postpone Item

RECOMMENDATION

Staff recommends **approval** of the rezoning of approximately 4.37 acres of land to a Suburban Corridor (SC) Zoning District as it complies with the criteria in Section 2.4.5.E of the Denton Development Code for approval of all applications, and Section 2.7.2.D of the DDC for approval of a Zoning Map Amendment (Rezoning).

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
November 18, 2025	City Council	Municipal Services Agreement Ordinance	Approved
November 18, 2025	City Council	Public Hearing	Public hearing held; no further action occurred
November 18, 2025	City Council	First Reading of the Annexation Ordinance	First Reading held; no further action occurred
January 13, 2026	City Council	Second Reading and adoption of Annexation Ordinance	Approved
April 29, 2026	Planning & Zoning Commission	Rezoning from RR to SC	Recommended Approval

PUBLIC OUTREACH:

The following public outreach efforts were done to meet legal notice requirements and to seek feedback from adjacent property owners and residents:

- On April 7, 2026, a total of three (3) notices were mailed out to property owners within 200 feet of the subject property, and three (3) postcards were mailed out to current residents within 500 feet of the subject property. As of the writing of this report, staff has received no written response to the notices.

- A notice was published on the City's website on April 8, 2026 and April 29, 2026.

- A notice was published in the Denton Record Chronicle on April 12, 2026 and May 2, 2026.

- One sign was posted on the subject property on April 13, 2026.

- The applicant held a virtual neighborhood meeting on April 6, 2026.

DEVELOPER ENGAGEMENT DISCLOSURES

No developer contact disclosures have been provided to staff from members of this body as of the issuance of this report.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Applicant Narrative
Exhibit 4 - Site Location Map
Exhibit 5 - Future Land Use Map
Exhibit 6 - Existing Zoning Map
Exhibit 7 - Proposed Zoning Map
Exhibit 8 - Table of Allowed Uses
Exhibit 9 - Notification Map
Exhibit 10 - Draft Ordinance
Exhibit 11 - Staff Presentation

Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Ashley Ekstedt, AICP
Associate Planner

Planning Staff Analysis
Z25-0017a / Denton Striker
City Council District #2

REQUEST:
Rezoning of approximately 4.37 acres of land to a Suburban Corridor (SC) Zoning District.

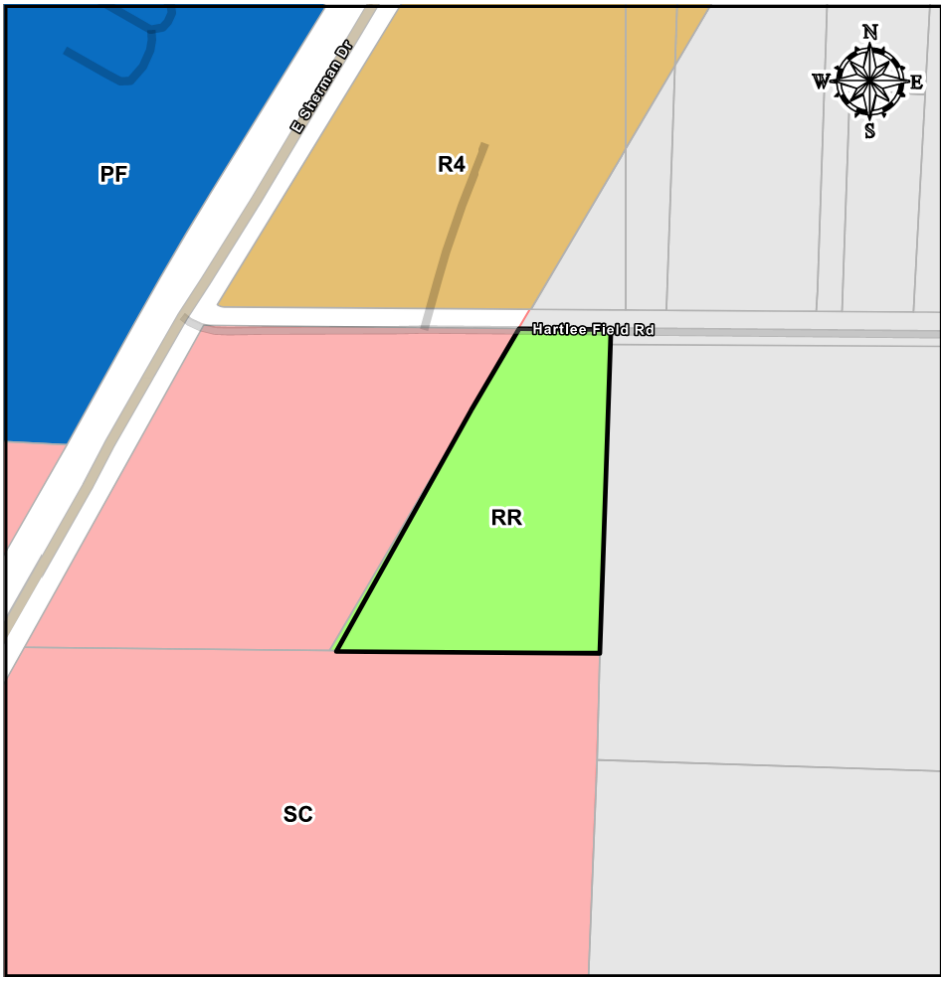
STAFF RECOMMENDATION:
Staff recommends **approval** of the rezoning of approximately 4.37 acres of land to a Suburban Corridor (SC) Zoning District as it complies with the criteria in Section 2.4.5.E of the Denton Development Code for approval of all applications, and Section 2.7.2.D of the DDC for approval of a Zoning Map Amendment (Rezoning).

SITE DATA:
The subject property is currently undeveloped, and the applicant does not currently have development plans. The subject property is part of a larger parcel and includes the approximately 7.11 acres to the west. When the City annexed property along Sherman Drive in 1974, the annexation included all property within 500 feet of the right-of-way. The remainder of the parcel, the subject property, remained in the Extraterritorial Jurisdiction (ETJ). In 2026, the applicant voluntary annexed this property into the City and seeks to bring the entire parcel under one consistent zoning district. In addition, the applicant is the owner of the approximately 25.48 acres to the south. At this time, the landowner has not submitted a Zoning Compliance Plan or other formal development plans to the City for review, but the SC District permits a variety of commercial uses, any of which could be developed on the subject property in conjunction with the adjacent acreage if this zoning change is approved.

The subject property is on the south side of Hartlee Field Road, a Collector, and approximately 580 feet east of Sherman Drive, a Freeway per the City's Mobility Plan. The property is located approximately 1,187 feet north of and does not have frontage on Loop 288, however the applicant does own the adjacent parcel with frontage on Loop 288. Both Sherman Drive and Loop 288 are owned and maintained by TxDOT, and the future expansion of these roadways to their ultimate configuration at freeways is under TxDOT's purview.



SURROUNDING ZONING AND USES:



Northwest: Zoning: Public Facilities (PF) Use: Denton ISD Athletic Facilities	North: Zoning: Residential 4 (R4) and ETJ Use: Agriculture	Northeast: Zoning: ETJ Use: Offices and Veterinary Clinic
West: Zoning: SC Use: Undeveloped Land and Denton ISD Athletic Facilities	**SUBJECT PROPERTY**	East: Zoning: ETJ Use: Undeveloped Land
Southwest: Zoning: SC Use: Undeveloped Land	South: Zoning: SC Use: Undeveloped Land	Southeast: Zoning: ETJ Use: Undeveloped Land

CONSIDERATIONS:

A. Section 2.4.5.E of the DDC provides approval criteria applicable to all applications.

1. *General Criteria*

a. Unless otherwise specified in this DDC, City review and decision-making bodies must review all development applications submitted pursuant to this subchapter for compliance with the general review criteria stated below.

The review criteria were applied as required.

b. The application may also be subject to additional review criteria specific to the type of application, as set forth in sections 2.5 through 2.9.

Section 2.7.2.D of the DDC applies to this rezoning request. An analysis of this request per those criteria can be found below in Consideration B.

c. *If there is a conflict between the general review criteria in this section and the specific review criteria in sections 2.5 through 2.9, the applicable review criteria in sections 2.5 through 2.9 controls*.

There are no conflicts between the general criteria and the criteria specific for zoning requests.

2. *Prior Approvals*

On January 13, 2026, City Council approved an ordinance annexing the subject property into the City Limits. The property was automatically assigned the placeholder zoning designation of RR in accordance with DDC Section 3.1.4.

3. *Consistent with the Comprehensive Plan and Other Applicable Plans*

The decision–making authority:

a. Shall weigh competing goals, policies, and strategies.

There are no competing goals, policies, or strategies with this proposal. The request is for a continuation of the existing zoning pattern, which is consistent with the Comprehensive Plan as detailed below.

b. May approve an application that furthers the overall goals of the Comprehensive Plan even if the development does not match the future land use designation in the Comprehensive Plan.

Future Land Use
To the north of the subject property is Hartlee Field Road, a Collector which runs from east to west. To the west of the subject property is Sherman Drive, a Freeway. Given this context, the request is consistent with the Land Use Goals of the 2040 Plan, including:

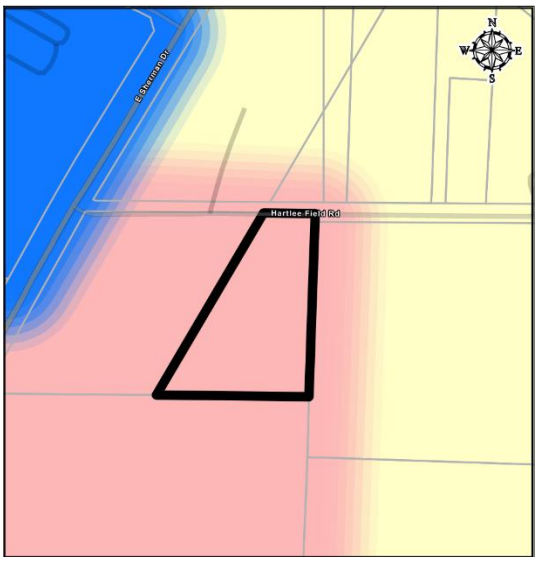
Goal LU-1: Grow Compactly: Achieve sound, sustainable growth in compact development patterns with balanced land uses planned in coordination with transportation and infrastructure systems.

GOAL LU-4: Grow Resourcefully: Manage growth for wise use of land resources with staged, contiguous, and compatible development.

Aligning the zoning of the subject property with the zoning of surrounding parcels would facilitate cohesive development across approximately 36 acres of land under common ownership and located at the intersection of two major TxDOT roadways. The SC District permits a variety of nonresidential uses that could provide retail, service, and employment opportunities contiguous to existing infrastructure, residences, and community resources such as the DISD athletic complex and the City's natatorium that draw people to the area and create a need for additional supportive commercial uses.

Per the Future Land Use Map in the Comprehensive Plan, the subject property is designated as Community Mixed Use (see image below and provided as Exhibit 5). The description for the Future Land Use designation is provided below:

> Community Mixed Use: This designation is intended to promote a mix of uses, of which various commercial uses remain predominant, but where residential, service, and other uses are complementary. This land use applies to existing and future commercial areas in the city, where redevelopment to mixed-use is desirable. The intent is to encourage infill and redevelopment for a more diverse and attractive mix of uses over time. Examples include residential units over commercial uses or a wider array of economically viable uses to replace obsolete uses such as former car sales lots and vacated big box stores. Such areas also may represent opportunities for higher density and mixed housing types, without impacting, nearby single-family neighborhoods. Future development in Community Mixed Use areas will complement and embrace existing, viable uses, and raise the standard of design to increase their economic viability, accommodate greater connectivity and mobility options, and create a sense of place to serve the local community.



The proposed SC Zoning District is consistent with the Community Mixed Use Future Land Use Designation as the zoning district is intended "to provide moderate- to high-intensity commercial, office, and retail uses along high-traffic corridors" per its written purpose statement in DDC Section 3.4.1A. The subject property, in combination with the larger tract of land owned by the property owner, is adjacent to two freeways, Loop 288 and Sherman Drive, and a collector, Hartlee Field. The Community Mixed Use designation in this region serves as a transitional area from the Low Residential areas to the north of the subject property to the higher-intensity land use patterns found along the Loop 288 corridor. The applicant does not currently have development plans; however, SC zoning allows a variety of commercial uses. The proposed request is consistent with the goals, policies, and actions of the Comprehensive Plan and with the Future Land Use Designation of Community Mixed Use.

4. *Compliance with this DDC*

   a. *The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.*

      This request is for a rezoning of the subject site. All subsequent development on this site will comply with applicable standards in the DDC, including, but not limited to, transportation related improvements, minimum lot size and dimensions, building coverage, access, parking, tree preservation, and landscaping.

   b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*

      Typically, a rezoning to one of the DDC's established districts does not include a full review of all development standards. If the proposed rezoning is approved, a detailed review of all required plat, transportation impact analysis, zoning compliance plans, engineering plans, tree preservation plans, and building permit submittals is required prior to development.

5. *Compliance with Other Applicable Regulations*

   This proposed rezoning complies with all other applicable regulations.

6. *Consistent with Interlocal and Development Agreements*

   There are no interlocal or development agreements for the subject property.

7. *Minimizes Adverse Environmental Impacts*

   There are no environmentally sensitive areas (ESA) on the subject property. Any development of the subject property would be subject to the City's standards for tree preservation, stormwater, and landscaping to ensure environmental impacts are minimized.

8. *Minimizes Adverse Impacts on surrounding Property*

   The subject property is surrounded primarily by undeveloped land, freeways, and institutional and commercial uses. SC zoning primarily permits various commercial uses. Additionally, the proposed SC zoning district is consistent with the existing land use patterns found along the Loop 288 corridor and would not introduce any new or incompatible activities to the area. Therefore, development of uses permitted in the SC District on the subject site would not be expected to create nuisances or compatibility issues with surrounding properties.

9. *Minimizes Adverse Fiscal Impacts*

   As the applicant does not have development plans for the property, a fiscal impact analysis was not performed. The SC District permits a variety of uses that could reasonably be expected to have positive fiscal impact on the City.

10. *Compliance with Utility, Service, and Improvement Standards*

    This proposed rezoning will not affect utilities, services, or improvements. When the site is developed, it will be reviewed to ensure compliance with all applicable standards.

a. Provides Adequate Road Systems

   The subject property, along with the larger tract owned by the property owner, is adjacent to two freeways. Prior to the development of the subject property, the applicant will be required to submit a Traffic Impact Analysis. The developer is responsible for making improvements identified in the TIA to accommodate the additional trips generated by the future use(s). The details of any needed improvements will be reviewed as part of the zoning compliance plan and civil engineering plans for any future development.

b. Provides Adequate Public Services and Facilities

The proposed rezoning is not anticipated to negatively impact public services and facilities. When the site is platted, the new development must comply with all applicable standards to ensure adequate public services and facilities are available. Water utilities are available on Sherman Drive and sanitary sewer is available to the southeast.

13. *Rational Phasing Plan*

There is no phasing plan associated with the zoning change request as development plans have not been submitted.

B. Section 2.7.2.D of the DDC states that an application for a rezoning may be approved based on the following conditions:

a. *The proposed rezoning is consistent with the Comprehensive Plan.*

As discussed in 3.b above, the SC Zoning District is consistent with the goals, policies, and actions of the Comprehensive Plan and with the Future Land Use Designation of Community Mixed Use.

b. The proposed rezoning is consistent with relevant Small Area Plan(s).

There is no small area plan approved for this site.

c. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.

Pursuant to Section 3.4.1A of the Denton Development Code:

"The SC district is intended to provide moderate- to high-intensity commercial, office, and retail uses along high-traffic corridors. The SC district provides elevated building and landscape design, buildings oriented to the street, and appropriate buffering from adjacent neighborhoods. While the SC district is primarily auto-oriented, it provides a safe environment for pedestrians and cyclists."

The proposed SC Zoning District is consistent with the purpose statement as the subject property is situated in close proximity to two high-traffic corridors where a mix of nonresidential uses would be desirable.

d. There have been or will be significant changes in the area to warrant a zoning change.

The subject property was recently annexed into the City and automatically assigned the placeholder zoning of RR. The owner also owns adjacent parcels to the west and south and seeks to bring all of the larger property under one consistent zoning district.

In addition, the area surrounding the subject property, and associated parent tract, has seen significant changes over the last several years. Particularly, parcels

situated along the southern portion of Loop 288 have developed as moderate-density residential and commercial land uses under SC zoning. The images below show the recent developments on the southern side of Loop 288 in the last six years. Additionally, TxDOT also has plans to add frontage roads along Loop 288 and eventually widen Sherman Road in this area, which includes regionally used facilities such as the DISD sports complex and the City natatorium. Rezoning to SC will facilitate development of uses which are compatible with, and provide support to, the overall region.

Aerial 2021



Aerial 2026



e. *The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.*

Transportation Related to the Proposal

Prior to the development of the subject property, which would likely occur as part of the larger adjacent SC-zoned property, the applicant will be required to submit a Traffic Impact Analysis. The developer is responsible for making improvements identified in the TIA to accommodate the additional trips generated by the use. The details of any needed improvements will be reviewed as part of the platting and civil engineering plans for any future development.

Roadway Impact Fees
Roadway impact fees, paid at the time of development, are determined using a proportionality calculation based on the proposed uses and projected vehicle trips. These fees will be assessed based on plans submitted and are used to make roadway system improvements related to the Mobility Plan.

f. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.

Water and Wastewater
Public water and wastewater services are available to the site and will be extended and expanded as needed to serve the proposed development.

Nearest Fire Station
The subject property is approximately 1.8 miles from Fire Station #4 (2116 East Sherman Drive), within the eight minute or less response time boundary.

g. There was an error in establishing the current zoning district.

There was not an error in the assignment of the current Rural Residential (RR) zoning district. The existing zoning is the result of the property's annexation history. The property was annexed on January 13, 2026, and was automatically assigned the placeholder zoning designation of RR as provided for in Subsection 3.1.4 of the DDC. The DDC acknowledges that this placeholder zoning shall remain in place until a change in zoning is requested and reviewed through the public hearing process.

March 10, 2026

City of Denton
401 N. Elm Street
Denton, TX 76201

RE: ***Denton Striker (Z25-0017) - Zoning***

To Whom it may concern,

The subject site is 4.368 acres and is currently zoned as Rural Residential as it was recently annexed into the City of Denton. The purpose of this request is to rezone this area to Suburban Corridor (SC). This would make the zoning consistent with the adjacent property. These properties are also under the same ownership.

General Criteria for Approval (DDC Section 2.4.5E.)

Prior Approvals: The proposed development shall be consistent with the terms and conditions of any prior land use approval, plan, development agreement, or plat approval that is in effect and not proposed to be changed.

Response: No prior approvals are in effect at this time.

Consistent with the Comprehensive Plan: The proposed zoning shall be consistent with the Comprehensive Plan and any applicable plans.

The Comprehensive Plan designates this area as Community Mixed Use and Low Residential. The Community Mixed Use designation is intended to promote a mix of uses, of which various commercial uses remain predominant, but where residential, service, and other uses are complementary. Future development in Community Mixed Use areas will complement and embrace existing, viable uses, and raise the standard of design to increase their economic viability, accommodate greater connectivity and mobility options, and create a sense of place to serve the local community. The Low Residential designation includes land uses that support residential neighborhoods, including scaled commercial and quasi-public uses.

Response: The lot will become a consistent zoning with the surrounding properties and consistent with the Comprehensive Plan. This will increase the economic viability, accommodate greater connectivity and serve the local community as the area continues to develop.

Compliance with the DDC: The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.

Response: The proposed zoning will comply with all applicable DDC standards and Design Criteria Manuals.

Compliance with other Applicable Standards: The proposed development shall comply with all other city regulations and with all applicable regulations, standards, requirements, or plans of the federal or state governments and other relevant jurisdictions.

Response: The proposed zoning will comply with all local, state, and federal regulations, as applicable.

Consistent with Interlocal and Development Agreements: The proposed development shall be consistent with any adopted interlocal and applicable development agreements, and comply with the terms and conditions of any such agreements incorporated by reference into this DDC.

Response: No prior interlocal or development agreements are in effect at this time

Minimize Adverse Environment Impacts: The proposed development should be designed to minimize negative environmental impacts and should not cause significant adverse impacts on the natural environment. Examples of the natural environment include water, air, noise, stormwater management, scenic resources, wildlife habitat, soils, and native vegetation.

Response: The proposed zoning will minimize negative environmental impacts and should not cause significant adverse impacts on the natural environment

Minimize Adverse Fiscal Impacts: The proposed development should not result in significant adverse fiscal impacts on the city.

Response: The proposed zoning will not result in significant adverse fiscal impacts to the City.

Compliance with Utility, Service, and Improvement Standards: As applicable, the proposed development shall comply with federal, state, county, service district, city and other regulatory authority standards, and design/construction specifications for roads, access, drainage, water, sewer, schools, emergency/fire protection, and similar standards.

Response: The proposed zoning will comply with all local, state, and federal regulations, as applicable.

Provide Adequate Road Systems: Adequate road capacity shall exist to serve the uses permitted under the proposed development, and the proposed uses shall be designed to ensure safe ingress and egress onto the site and safe road conditions around the site, including adequate access onto the site for fire, public safety, and EMS services.

Response: The proposed zoning case will not have an effect on the existing road capacity.

Provide Adequate Public Services and Facilities: Adequate public service and facility capacity shall exist to accommodate uses permitted under the proposed development at the time the needs or demands arise, while maintaining adequate levels of service to existing development. Public services and facilities include, but are not limited to, roads, domestic water, sewer, schools, public safety, fire protection, utilities, libraries, and vehicle/pedestrian connections and access within the site and to adjacent properties.

Response: The proposed zoning will comply with all local, state, and federal regulations, as applicable to maintain adequate levels of service for existing and future developments in the area.

Rational Phasing Plan: If the application involves phases, each phase of the proposed development shall contain all of the required streets, utilities, landscaping, open space, and other improvements that are required for that phase, and may not defer those improvements to subsequent phases.

Response: The proposed zoning case will not include any phasing plans.

Specific Criteria for approval (DDC Section 2.7.2D.)

Zoning Map Amendment Approval Criteria

The proposed rezoning is consistent with the Comprehensive Plan.
Response: The subject tract was recently annexed into the City of Denton, and the proposed zoning is in line with the existing zoning that surrounds the property, including the remaining area of the parcel. The Comprehensive Plan designates this area as Community Mixed Use. The proposed zoning is consistent with the Comprehensive plan as the Suburban Corridor promotes a mix commercial, office and retail uses.

The proposed rezoning is consistent with relevant Small Area Plan(s):

The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3: Zoning Districts.
Response**:** The proposed zoning will align with the purpose statement of the Suburban Corridor as provided in Subchapter 3 Section 3.4.1.

There have been significant changes in the area to warrant a zoning change.
Response: The annexation of the parcel is a significant change.

The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.
Response: The intensity of the proposed zoning is not expected to create significant adverse impacts to the surrounding properties as it will make the property a consistent zoning with the surrounding properties.

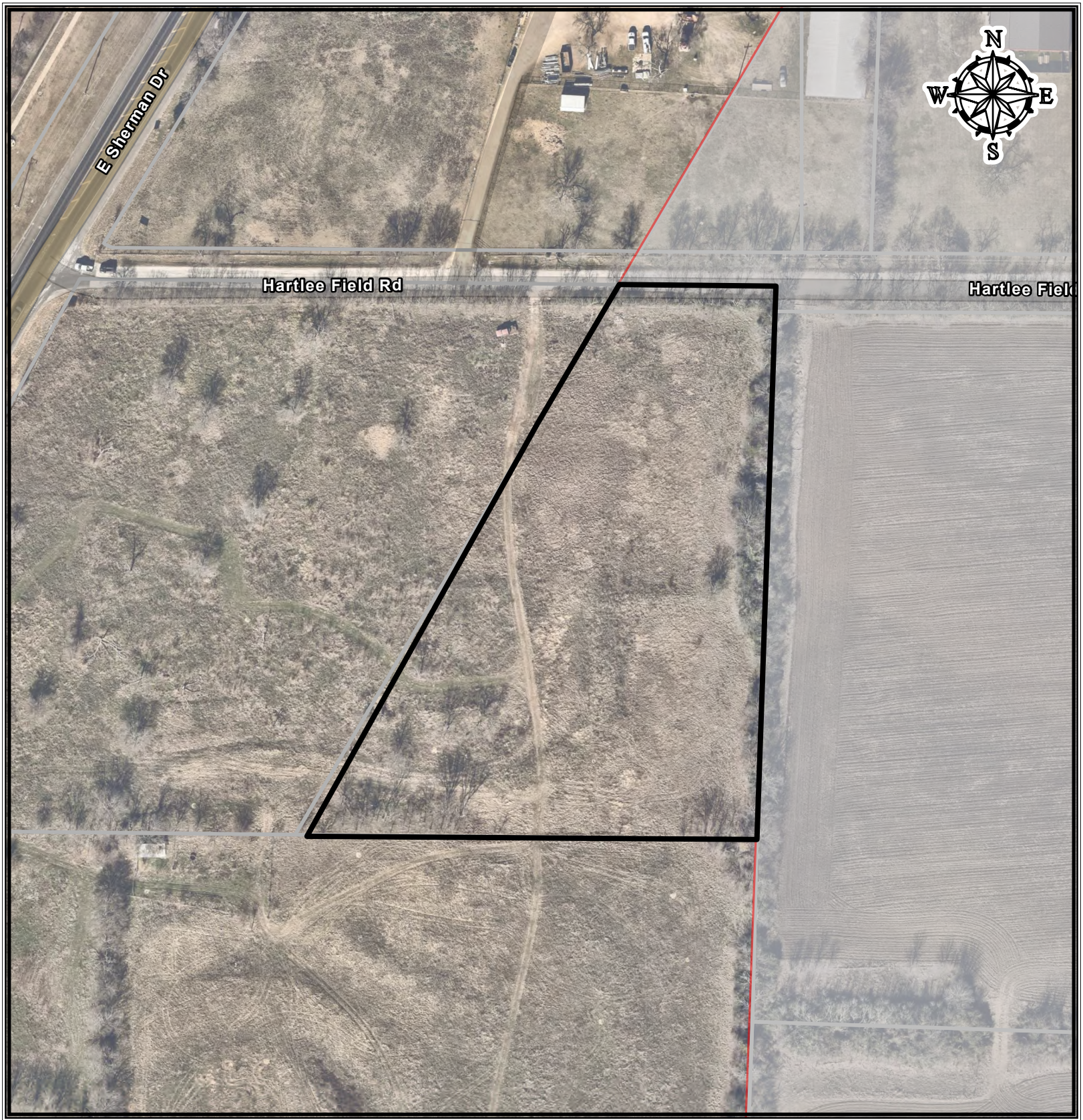
Public facilities and services are available to adequately serve the subject property while maintaining an adequate level of service to existing development.
Response: There has been coordination with the City to understand the existing infrastructure and what upgrades are needed to service the property.

There was an error in establishing the current zoning.
Response: The site was recently annexed into City of Denton ETJ, and the proposed zoning is consistent with the adjacent properties and follows the intent of the Comprehensive Plan.

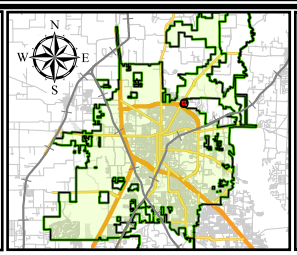
Sincerely,

Chris Dells, P.E.
Kimley-Horn

Z25-0017
Aerial Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



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CITY OF DENTON
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Date: 2/18/2026

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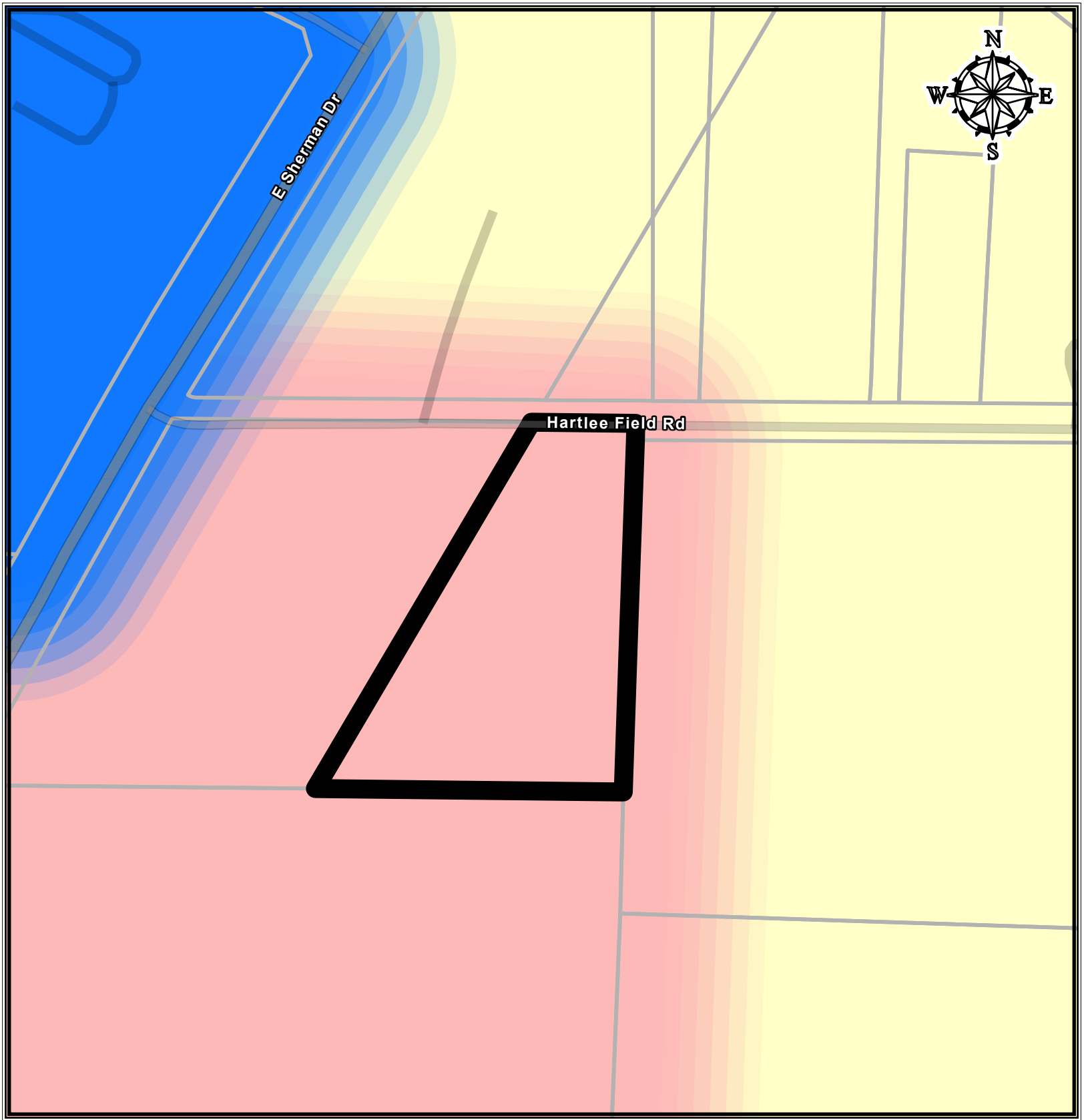
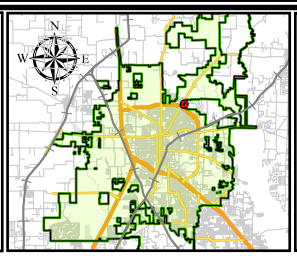
Z25-0017
Future Land Use Map



Future Land Use 2040

- Agriculture
- Rural Areas
- Low Residential
- Moderate Residential
- Master Planned Community
- Downtown Denton
- Regional Mixed Use
- Community Mixed Use
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- Business Center
- Light Industrial
- Industrial Commerce
- Government / Institutional
- Parks / Open Space
- Site Location



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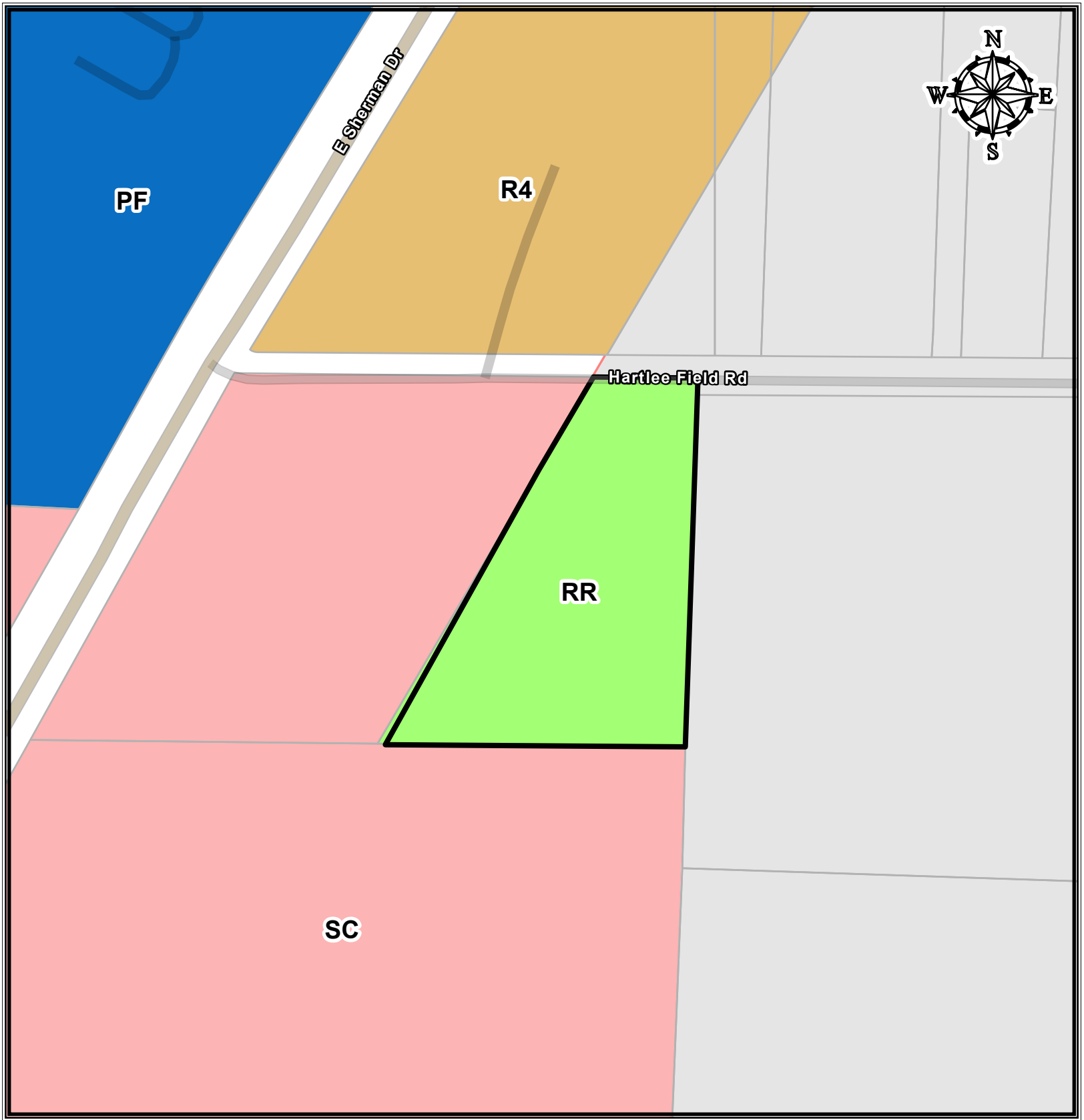
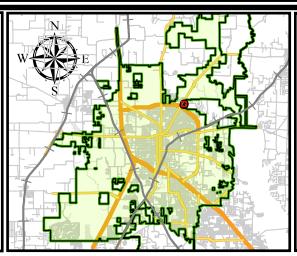
Z25-0017
Current Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY



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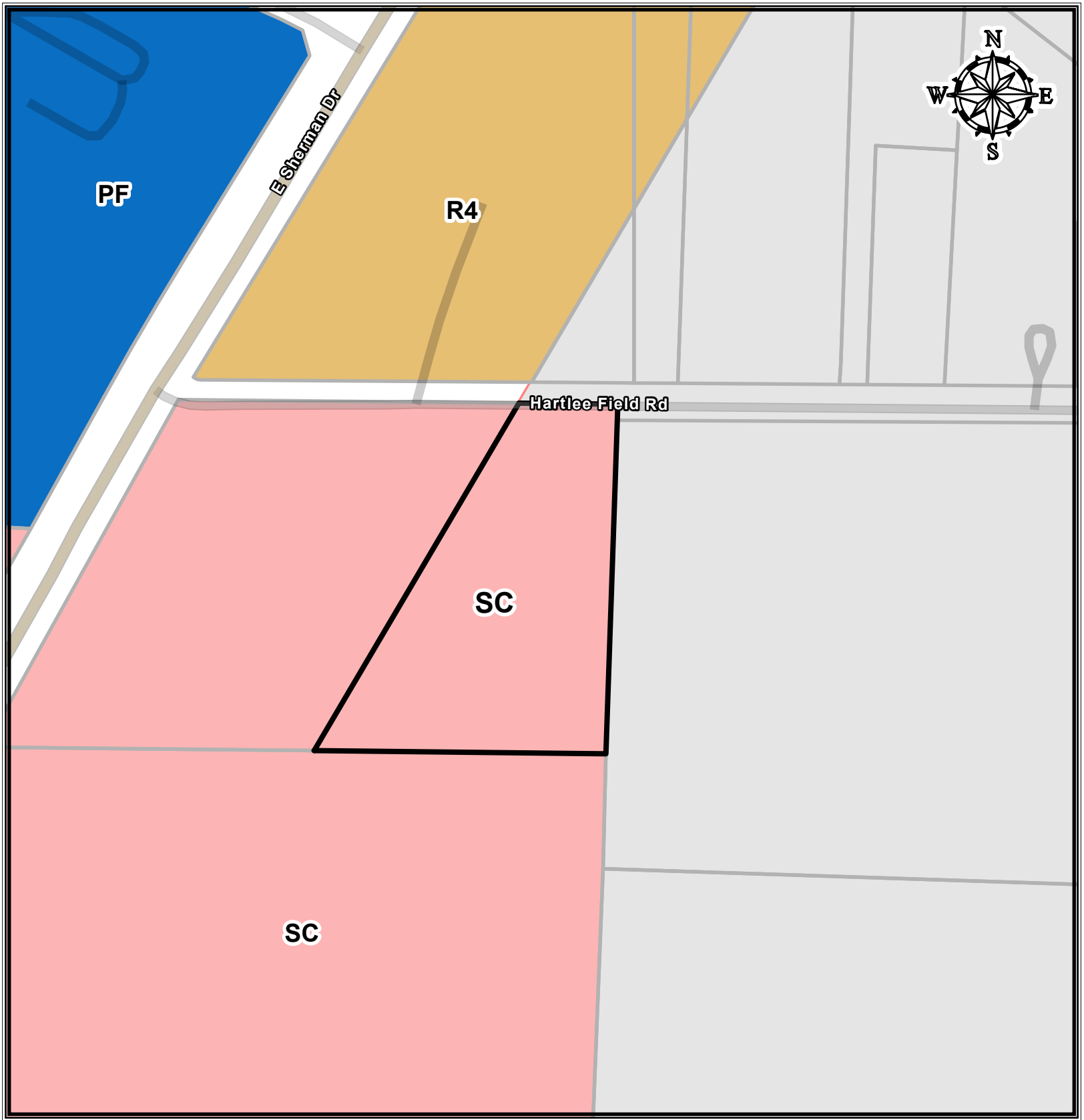
Z25-0017
Proposed Zoning Map



Roads

Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
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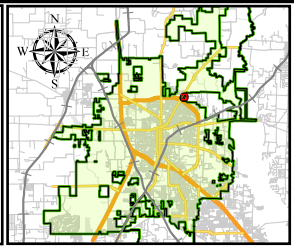

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Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Residential Uses																	
HOUSEHOLD LIVING																	
Single-Family Detached Dwelling	P+	P+	P+	P+	P+	P+	P+	P+									5.3.3A
Townhome					S+	P+	P+	P+	P+	P+							5.3.3B
Duplex					S+	P+	P+	P+	P+	P+							5.3.3C
Triplex						P+	P+	P+	P+	P+							5.3.3C
Fourplex						P+	P+	P+	P+	P+							5.3.3C
Multifamily Dwelling							S+	P+	P+	P+	S+	S+	S+				5.3.3D
Tiny Home Development	Subject to approval of a planned development (PD); see 5.3.3E																
Work/Live Dwelling	P+						P+	P+	P+	P+	P+	S+	S+				5.3.3F
Manufactured Home Development (HUD Code)						S+	S+										5.3.3G
GROUP LIVING																	
Chapter House							S	S								P	
Community Home	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+							5.3.3I
Dormitory							S	S	P								
Elderly Housing						S+	S+	P+	P+	P+	S+	S+					5.3.3H
Group Home	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+							5.3.3IJ
Public, Institutional, Religious, and Civic Uses																	
COMMUNITY AND CULTURAL FACILITIES																	
Airport, City-Owned																P	
Cemetery, City-Owned																P	

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	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
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Cemetery, Privately-Owned	S+		S+							S+	S+	S+	S+	S+		S+	5.3.4I
Club or Lodge	P	S	S	S	S	S	S+	P+	P	P+	P	P	P	P+	P+		5.3.4A
Community Service	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Day Care, Adult or Child	P	S	S	S	S	S	P	P	P	P	P	P	P	P+			5.3.4B
Funeral and Internment Facility									S	S	P	P	P	P			
Homeless Shelter	S+						S+	S+	S+	S+						P+	5.3.4C
Landfill, City-Owned																P	
Park, Playground, Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.4D
EDUCATIONAL FACILITIES																	
Business or Trade School								P+	P+	P+	P+	P	P	P	P		5.3.4E
College or University									P	P			P				
School, Private	P	S	S	S	S	S	S	P	P	P	P	P	P			P	
School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
HEALTHCARE FACILITIES																	
Hospital Services										P+	P+	P	P				5.3.4F
Medical Clinic								S+	S+	P+	P+	P	P	P			5.3.4G
Medical Office							P+	P+	P+	P	P+	P	P	P			5.3.4H
Commercial Uses																	
AGRICULTURAL AND ANIMAL USES																	
General Agriculture	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5A
Commercial Stable	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5B
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Kennel	P+	S+	S+								P+	P+	S+	P+	P+		5.3.5C
Urban Farm	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Clinic	P	S	S					P	P+	P	P	P	P	P			5.3.5D
RECREATION AND ENTERTAINMENT																	
Amenity Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Indoor Recreation Facility	P							P	P	P	P	P	P	P			
Outdoor Recreation Facility	P	P	P	P	P	P	P	S	S	S	P	P	P	P			
RV Park	S+		S+	S+	S+	S+	S+							S+	P+		5.3.5E
FOOD AND BEVERAGE SERVICES																	
Bar, Tavern, or Lounge								S+	P	P	P	P	P	P			5.3.5F
Mobile Food Court								S+	S+	S+	S+	S+	S+	S+	S+		5.3.5G
Private Club	P+							P+	P+	P+	P+			P+	P+		5.3.5H

Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Restaurant								P+	P	P	P	P	P	P			5.3.5I
Restaurant, with Drive-Through								S+	S+	P+	P+	P+	P+	P+			5.3.5J
OFFICE, BUSINESS, AND PROFESSIONAL SERVICES																	
Administrative, Professional, and Government Office				S+	S+	S+	P+	P+	P+	P	P	P	P	P	P	P	5.3.5K
Bank or Financial Institution							S+	P+	P+	P	P	P	P	P			5.3.5L
Musician Studio								P+	P+	P+	P+	P+	P+	P+	P+		5.3.5M
Credit Access Business								S+	P+	P	P	P	P	P			5.3.5N
Printing, Copying, and Publishing Establishment								S	P	P	P	P	P	P	P		
PERSONAL SERVICES																	
Laundry Facility, Industrial												S	S	P	P		
Laundry Facility, Self-Service							S+	P+	P+	P+	P	P	P	P	P		5.3.5O
Personal Service, General								P	P	P	P	P	P	P			
Tattoo and Body Piercing Parlor								P+	P+	P+	P+	P+					5.3.5P
RETAIL SALES																	
Building Materials and Supply Store											S	P		P	P		
General Retail Unless Otherwise Specified, Less than 5,000 Square Feet							S+	P	P	P	P	P	P	P	P	P	5.3.5Q
General Retail Unless Otherwise Specified, Between 5,000 Square Feet and 15,000 Square Feet								P	P	P	P	P	P	P	P		
General Retail Unless Otherwise Specified, More than 15,000 Square Feet								S	S	P	P	P	P	P+	P+		5.3.5R
Smoke Shop									P	P	P	P					
LODGING FACILITIES																	
Bed and Breakfast	P+				S+	S+	S+	P+	P+	P+	P+						5.3.5S
Boarding or Rooming House								S	P	P	P						
Hotel								P	P	P	P	P	P	P			
Motel										P	P	P	P	P			
Short-Term Rental	P+	P+	P+	P+	P+	P+	P+	P+									5.3.5T
VEHICLES AND EQUIPMENT																	
Auto Wash										P	P	P	P	P	P		
Automotive Fuel Sales								S+	S+	P+	P+	P+	P+	P+	P+		5.3.5U
Automotive Repair Shop, Major										P+	P+	P+	S+	P+	P+		5.3.5V

Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Automotive Repair Shop, Minor								S+		P+	P+	P+	P+	P+	P+		5.3.5W
Automotive Sales or Leasing												P					
Automotive Wrecking Service, Impound Lot, Junkyard, and Salvage Yard														S+	P+		5.3.5X
Equipment Sales and Rental												S+		S+	P+		5.3.5Y
Parking Lot as a Principal Use									P	P	P	P	P	P	P		
Travel Plaza												P		P	P		
ADULT ENTERTAINMENT ESTABLISHMENTS																	
Sexually Oriented Business															S+		5.3.5Z
Industrial Uses																	
MANUFACTURING AND PROCESSING																	
Craft Alcohol Production								S	P+	P+	P+	P	P	P	P		5.3.6A
Feedlot, Slaughterhouse, or Packaging Plant	S														S		
Food Processing, Less than 2,500 Square Feet								P+	P+	P+	P+	P+	P+	P+	P+		5.3.6B
Food Processing, More than 2,500 Square Feet								S+	S+	P+	P+	P+	P+	P+	P+		5.3.6C
Gas Well	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	Subchapter 6: *Gas Wells*
Manufacturing, Artisan								P+	P+	P	P	P	P	P	P		5.3.6D
Manufacturing, Low-Impact									S+	P+	P+	P+	P+	P	P		5.3.6E
Manufacturing, Medium-Impact													S	S	P		
Manufacturing, High-Impact															S		
Commercial Incinerator, Transfer Station															S		
Data Center, Modular														S+	S+	S+	5.3.6I
Data Center, Warehouse										S+	S+	S+	P+	P+	P+	P+	5.3.6J
STORAGE AND WAREHOUSING																	
Outdoor Storage (as a Primary Use)														S+	S+	S+	5.3.6F
Self-Service Storage								S+	S+	S+	P+	S+	P+	P+	P+		5.3.6F.1
Storage of Hazardous Materials															S		
Warehouse and Wholesale Facility										S+	S+	P	P	P	P		5.3.6G.4.a
Public and Semi-Public Utility Uses																	
Basic Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	

Table 5.2-A: Table of Allowed Uses

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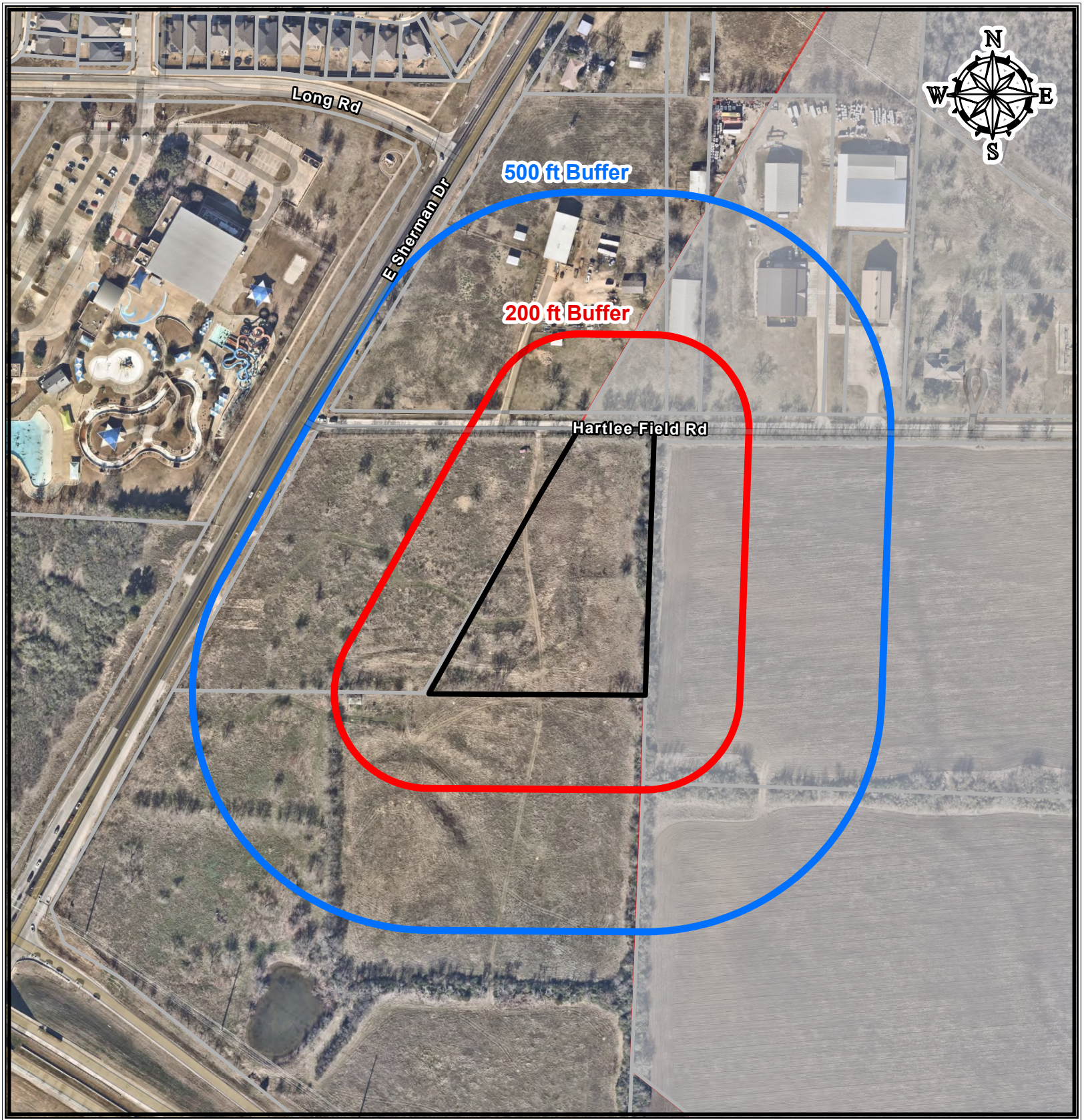
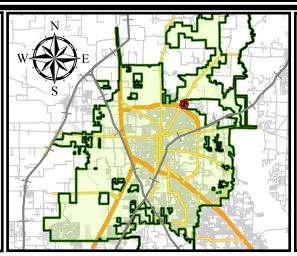
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Power Stations, Electric Substations, Interchanges, and Switch Stations	P+							P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.7A
Solar Collector as Principal Use	S+												S+	S+	S+	P+	5.3.7B
Wind Energy Conversion System (WECS)															S+	S+	5.3.7C
Wireless Telecommunications	See Section 5.6: *Wireless Telecommunications Facilities*																
Accessory Uses																	
Accessory Dwelling Unit	P+	P+	P+	P+	P+	P+	P+	P+									5.4.4A
Donation Box																	5.4.4B
Home Occupation	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+						5.4.4C
Outdoor Storage, Accessory												P+	P+	P+	P+	P+	05.4.4D
Sale of Produce and Plants Raised on Premises	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4D.1
Solar Collector, (Ground- or Building-Mounted)	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4F
Wind Energy Conversion System (WECS), Small (Ground-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	5.4.4G
Wind Energy Conversion System (WECS), Small (Building-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	0
Temporary Uses																	
Temporary Storage Containers and Other Portable Storage Units	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6A
Concrete or Asphalt Batching Plant, Temporary	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6B
Farmer's Market or Open-Air Market								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Field or Construction Office	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6C
Seasonal Sales								P+	P+	P+	P+	P+	P+	P+	P+		5.5.4
Special Event								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Portable Wireless Telecommunications Facility	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4

Z25-0017
Notification Map





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Development Services · GIS
Date: 2/18/2026

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

DENTON

DEPARTMENT OF DEVELOPMENT SERVICES

Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

PUBLIC HEARING NOTIFICATION SIGN AFFIDAVIT OF SIGN POSTING

Project No. Z25-0017

Date of Planning and Zoning Commission Meeting: April 29, 2026

I hereby certify that I have posted or caused to be posted Public Hearing Notification sign(s) on the property subject to Project Name/Number Denton Striker / Z25-0017,

located at SEQ Sherman Drive & Hartlee Field

Said sign(s) have been obtained through a sign contractor of choice and meet the specifications as stated in the City of Denton Public Hearing Sign Criteria Sheet.

Posting of said signs was accomplished on April 13, 2026. Said signs have been posted in a manner that provides an unobstructed view and allows clear reading from the public right(s)of-way along Hartlee Field.

Said signs will be maintained on the property throughout the entire public hearing process and will be removed within three (3) calendar days subsequent to the final decision by the approving body. I further certify that this affidavit was filed with the Planning Department of the City of Denton within the time provisions specified in the City of Denton Public Hearing Sign Criteria Sheet.

Executed this the 14 day of April, 2026.

Signature of Applicant or Authorized Representative for Project No.

STACY STANDRIDGE

Printed Name of Applicant or Authorized Representative for Project No.

STACY Standridge manager of Denton Double Down LLC

STATE OF TEXAS COUNTY OF Dallas BEFORE ME, a Notary Public, on this ____ day personally appeared (printed owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the owner, for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 14 day of April, 2026.

Notary Signature

THOMAS RILEY STANDRIDGE
My Notary ID # 130259101
Expires December 11, 2027
(seal)

PLEASE NOTE: ***Failure to post the notification sign(s) on the property by the close of business (5 pm) on the tenth (10th) day prior to the first public hearing shall result in the postponement of consideration by the Board or Commission.***

STAFF USE ONLY:

Date/Time submitted: April 14, 2026 3:30 PM Verified by: Ashley Ekstedt


DENTON
Notice of Public Hearing
Project Number: Z25-0017
Project Name: Denton Striker
Request: Suburban Corridor(SC)
For more info:
www.cityofdenton.com
ProjectInfo
Call: (940) 349-8600


DENTON
Notice of Public Hearing
Project Number: Z25-0017
Project Name: Denton Striker
Request: Suburban Corridor(SC)
For more info:
www.cityofdenton.com
ProjectInfo
Call: (940) 349-8600

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, REGARDING A CHANGE IN THE ZONING DISTRICT AND USE CLASSIFICATION FROM A RESIDENTAL RURAL (RR) DISTRICT TO A SUBURBAN CORRIDOR (SC) DISTRICT ON APPROXIMATELY 4.37 ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF HARTLEE FIELD ROAD, APPROXIMATELY 580 FEET EAST OF EAST SHERMAN DRIVE IN THE CITY OF DENTON, DENTON COUNTY, TEXAS; ADOPTING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF $2,000.00 FOR VIOLATIONS THEREOF; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Z25-0017a)

WHEREAS, Kimley Horn, on behalf of the property owner, Denton Double Down, LLC, requested to rezone approximately 4.37 acres of land from Residential Rural (RR) District to Suburban Corridor (SC) District, legally described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter, the "Property"); and

WHEREAS, on April 29, 2026, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded full and fair hearings to all property owners interested in this regard, and have recommended approval (5-0) of the request; and

WHEREAS, on May 19, 2026, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards set forth in Section 2.7.2 of the Denton Development Code, and is consistent with the Denton 2040 Comprehensive Plan and the Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for establishing a zoning district change for the Property, have determined that the proposed use is in the best interest of the health, safety, morals, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said zoning change is in the public interest and should be granted as set forth herein; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference and found to be true.

SECTION 2. The zoning district and use classification for the Property is hereby changed to Suburban Corridor (SC) District.

SECTION 3. The City's official zoning map is hereby amended to show the established zoning district and use classification.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. Any person, firm, partnership or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon _____

Exhibit A
Legal Description

BEING a tract of land situated in the Samuel McCracken Survey, Abstract No. 817, within the ETJ of the City of Denton, Denton County, Texas and being a part of a called 10.996 acre tract of land described in Special Warranty Deed with Vendor's Lien, recorded in Instrument No. 2024-5140, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at point for the northeast corner of said 10.996 acre tract and the northwest corner of a called 154.206 acre tract of land described in Warranty Deed to The Reed Family Living Trust, recorded in Instrument No. 2019-8860 of said Official Public Records, in the approximate centerline of Hartlee Field Road (Northing: 7145728.29, Easting: 2395280.67);

THENCE South 02°06'05" West, departing said centerline of Hartlee Field Road, with the east line of said 10.996 acre tract and the west line of said 154.206 acre tract, a distance of 562.57 feet to a point for the southeast corner of said 10.996 acre tract and the northeast corner of a called 25.4848 acre tract of land described in Special Warranty Deed to Denton Striker LLC, recorded in Instrument No. 2023-57872 of said Official Public Records and being the northeast corner of a called 9.015 acre tract of land described in City of Denton Ordinance No. 84-106;

THENCE North 89°35'37" West, with the south line of said 10.996 acre tract and the north line of said 25.4848 acre tract and the north line of said 9.015 acre tract, a distance of 484.42 feet to a point for the northwest corner of said 9.015 acre tract, in the east line of a called 196.7 acre tract of land described as "Tract 4" in City of Denton Ordinance No. 74-36;

THENCE North 29°10'13" East, departing said north line of the 25.4848 acre tract, with said east line of Tract 4, a distance of 641.47 feet to a point for corner in the north line of said 10.996 acre tract and said approximate centerline of Hartlee Field Road;

THENCE South 89°35'37" East, departing said east line of Tract 4, with said north line of the 10.996 acre tract and said approximate centerline of Hartlee Field Road, a distance of 192.38 feet to the **POINT OF BEGINNING** and containing 190,289 square feet or 4.368 acres of land.

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

The distance dimensions and coordinates shown are ground/surface values based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983, U.S. Survey Feet (sFT), scaled from base point 0,0 using a Project Combined Factor (PCF) of 1.000150630.

Z25-0017a
Denton Striker

Ashley Ekstedt, AICP

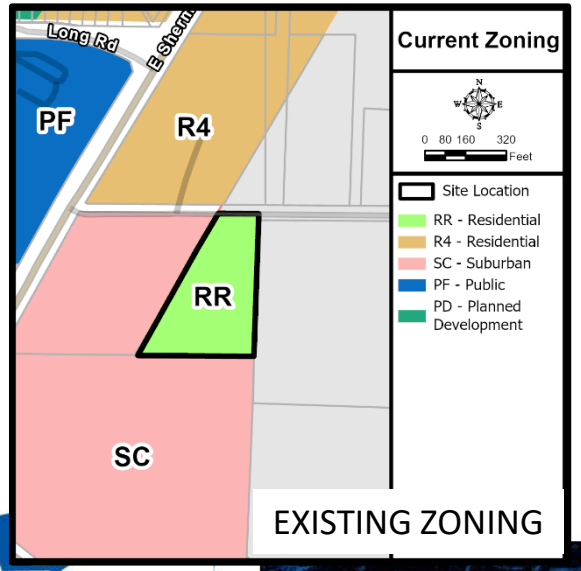
Associate Planner

May 19, 2026

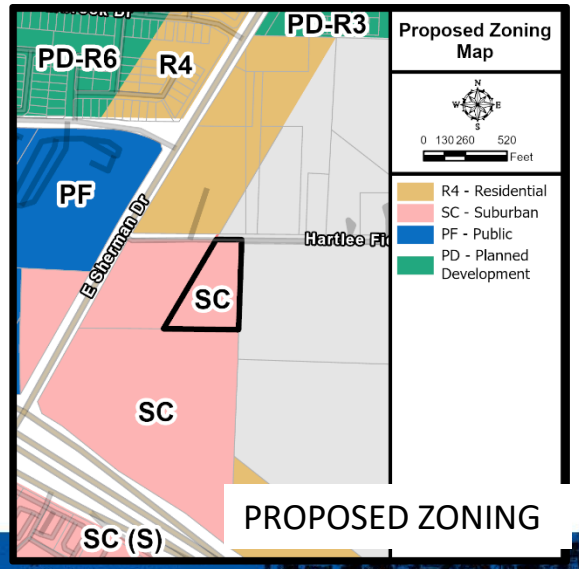
CITY OF DENTON

Request

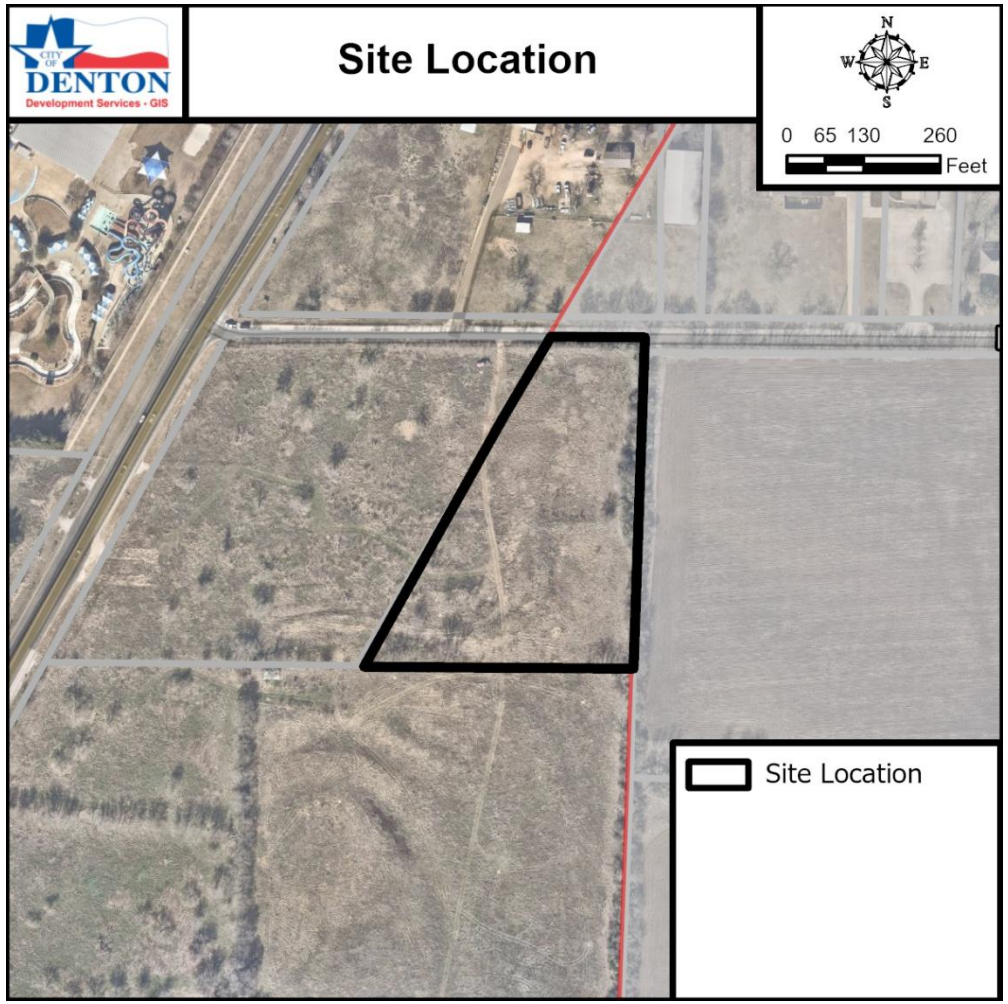
- Rural Residential (RR) Zoning District to a Suburban Corridor (SC) Zoning District
- Approximately 4.37 acres
- Purpose: Recently annexed, align zoning with remainder of property under same ownership



EXISTING ZONING

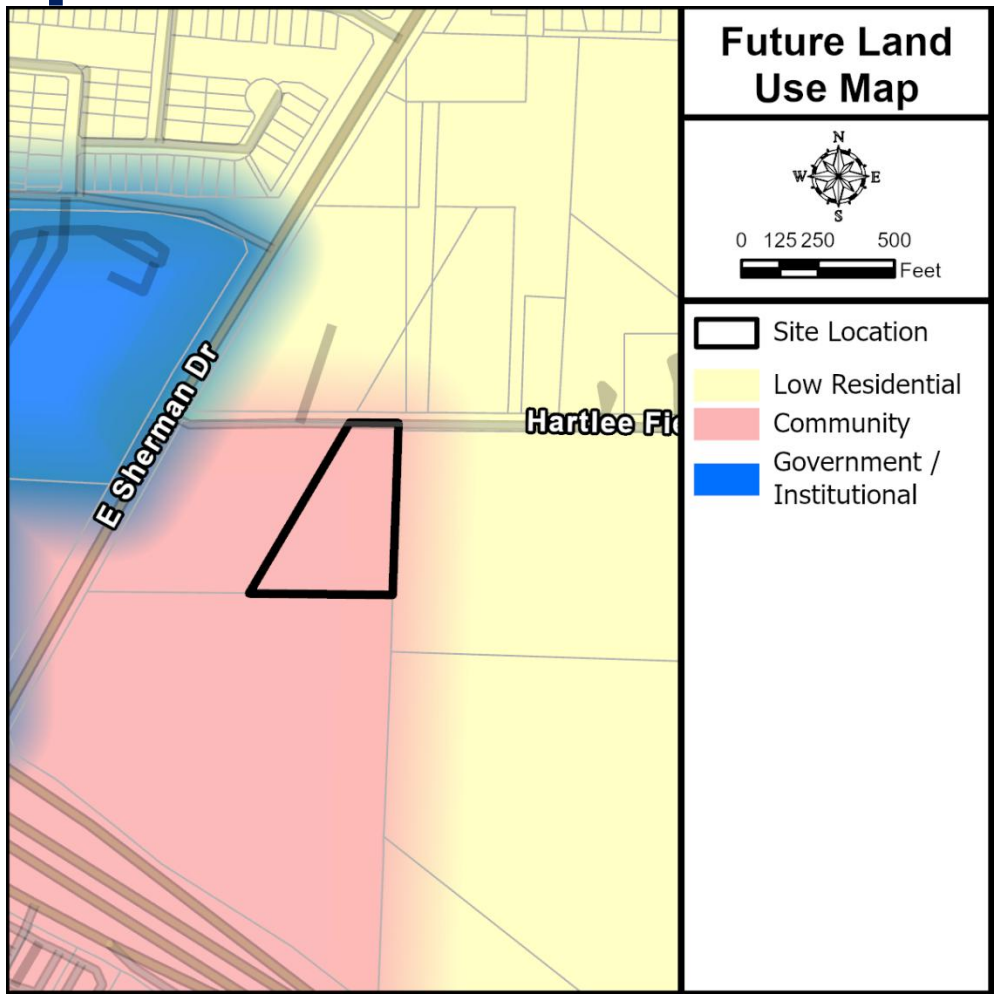


PROPOSED ZONING



Future Land Use Map and Zoning Purpose Statement

- **Community Mixed Use Future Land Use designation**
  - This designation is intended to promote a mix of uses, of which various **commercial uses remain predominant,** but where residential, service, and other uses are complementary.
  - Future development in Community Mixed Use areas will **complement and embrace existing, viable uses**, and raise the standard of design to increase their economic viability, accommodate greater connectivity and mobility options, and create a sense of place to serve the local community.
- The SC district is **intended to provide moderate- to high-intensity commercial, office, and retail uses along high-traffic corridors**.
- The SC district provides elevated building and landscape design, buildings oriented to the street, and appropriate buffering from adjacent neighborhoods.



Criteria for Approval – Development Code

General Approval Criteria for All Applications (Sec. 2.4.5E)

1. General Criteria
2. Prior Approvals
3. Consistent with the Comprehensive Plan and Other Applicable Plans
4. Compliance with this DDC
5. Compliance with other regulations
6. Consistent with Interlocal and Development Agreements
7. Minimizes Adverse Environmental Impacts
8. Minimizes Adverse Impacts on surrounding Property
9. Minimizes Adverse Fiscal Impacts
10. Compliance with Utility, Service, and Improvement Standards
11. Provides Adequate Road Systems
12. Provides Adequate Public Services and Facilities
13. Rational Phasing Plan

Zoning Criteria for Approval (Sec 2.7.2.D)

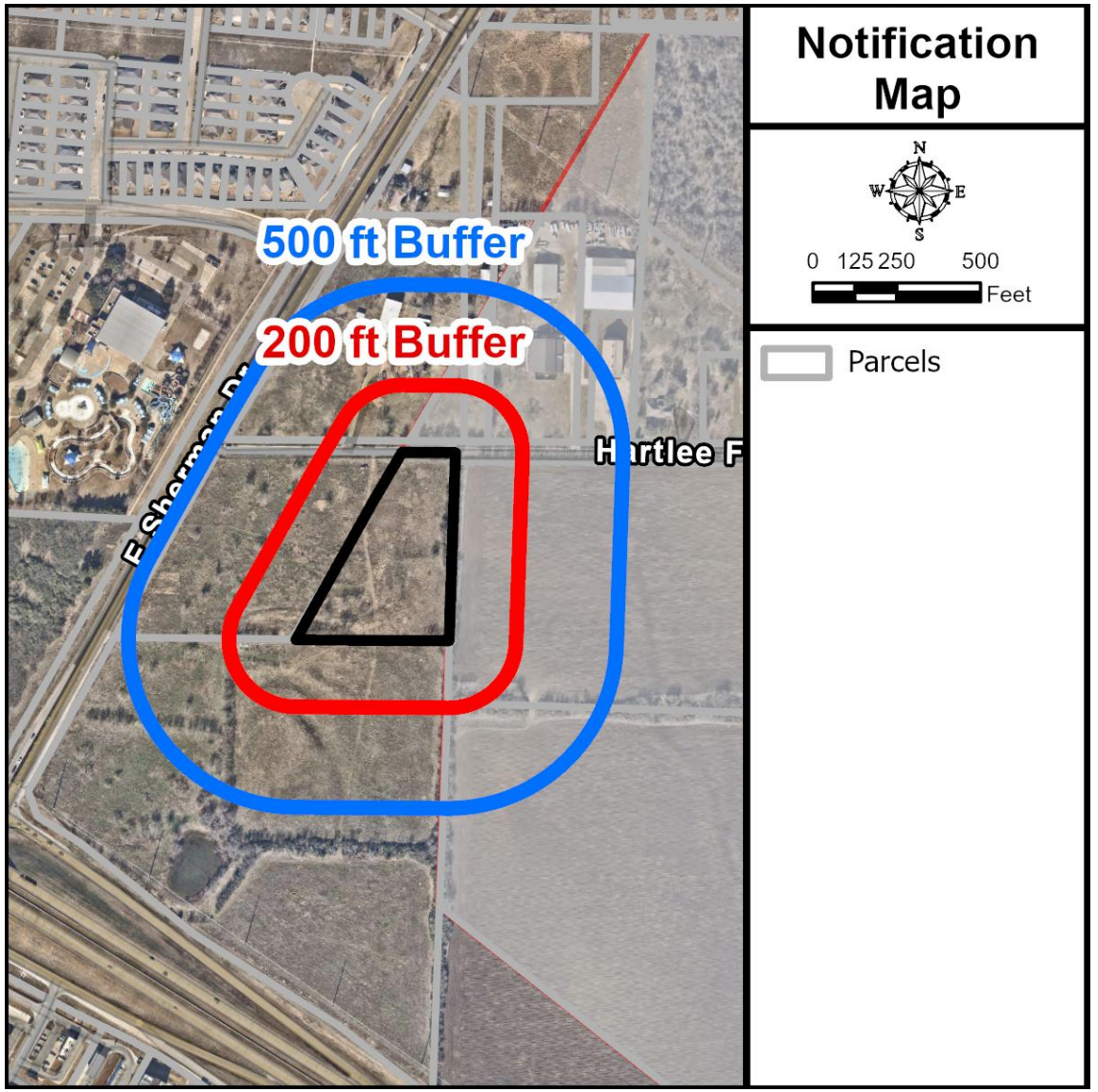
a. The proposed rezoning is consistent with the Future Land Use Map designation.
b. The proposed rezoning is consistent with relevant Small Area Plan(s).
c. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.
d. There have been or will be significant changes in the area to warrant a zoning change.
e. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.
f. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.
g. There was an error in establishing the current zoning district.

Summary:

- ✓ Proposal is consistent with the goals and policies and the Future Land Use Map of the Denton 2040 Comprehensive Plan.
- ✓ Proposal is consistent with SC Zoning District purpose statement.
- ✓ Zoning is not expected to generate significant adverse environmental, infrastructure, or fiscal impacts.
- ✓ Zoning is not expected to have adverse impacts on surrounding properties.

Notification

- **Newspaper Ad:** April 12 and May 2, 2026
- **Website:** April 8 and 29, 2026
- **Property Posted:** April 13, 2026
- **Mailed Notices:**
  - 200 ft. Public Notices mailed: 3
  - 500 ft. Courtesy Notices mailed: 3
- **Responses:**
  - In Opposition: 0
  - In Favor: 0
  - Neutral: 0
- Applicant held neighborhood meeting on April 6, 2026



Recommendation

The Planning and Zoning Commission **recommended approval (**5-0).

Staff recommends **approval** of the zoning change request to a Suburban Corridor (SC) Zoning District as it complies with the criteria in Section 2.4.5E of the Denton Development Code for approval of all applications, and Section 2.7.2D of the DDC for approval of a Zoning Map Amendment (Rezoning).

QUESTIONS?

Ashley Ekstedt, AICP
Associate Planner
Development Services

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ICM: Cassey Ogden

DATE: May 19, 2026

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in zoning district and use classification from a Residential Rural (RR) district to a Residential 1 (R1) district on approximately 3.3 acres of land generally located on the north side of Chinn Road, approximately 1,180 feet east of Ganzer Road in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [5-0] to recommend approval of the request. Motion for approval by Commissioner Dyer and second by Commissioner McDuff. (Z26-0004a, Chinn Rezoning, Ashley Ekstedt)

https://dentontx.new.swagit.com/videos/384387?ts=3702

BACKGROUND

The applicants and property owners, Nick Johnson and Joann Madrie, have submitted an application to rezone approximately 3.3 acres of land from a Residential Rural (RR) zoning district to a Residential 1 (R1) zoning district to develop the site with a single-family residential use. The minimum lot size in RR zoning is 5 acres. Due to not meeting the minimum lot size requirement, the applicant is requesting to rezone to R1 to obtain a plat and building permits for the construction of a home. The minimum lot size in R1 zoning is 32,000 square feet. The subject property currently contains one metal structure. Otherwise, based on historic aerials, the subject property has not previously been developed.

The subject property was annexed into the City in 2010 along with several other properties in this area of the City. Following annexation, the property was assigned the placeholder zoning designation "RD-5X" under the 2002 Denton Development Code (DDC), which also required a 5-acre minimum lot size. The zoning of the property transitioned to RR with the adoption of the 2019 DDC.

The surrounding properties to the north of the subject property are zoned RR District. East and south of the subject property, the parcels are part of Non-Annexation Agreements (NAA) and are located within the City's Extraterritorial Jurisdiction (ETJ). The property to the west of the subject property is zoned RR District.

A full Staff Analysis is provided in Exhibit 2.

PLANNING AND ZONING COMMISSION

On April 29, 2026, the Planning & Zoning Commission held a public hearing and recommended approval of the rezoning [5-0]. No members of the public spoke in support of or in opposition to the project. A

member of the public had questions relating to a similar property located on Chinn Road relating to agricultural tax exemptions and the intended use of that property. Staff has been in communication with this citizen and has addressed her concerns.

OPTIONS

1. Approve
2. Deny
3. Postpone Item

RECOMMENDATION

Staff recommends **approval** of the rezoning of approximately 3.3 acres of land to a Residential 1 (R1) Zoning District as it complies with the criteria in Section 2.4.5.E of the Denton Development Code for approval of all applications, and Section 2.7.2.D of the DDC for approval of a Zoning Map Amendment (Rezoning).

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
May 4, 2010	City Council	Annexation	Approved [Ordinance 2010-120]
April 23, 2019	City Council	New Zoning Code and City-wide rezoning district transition	Transitioned from RD-5X to RR District
April 29, 2026	Planning & Zoning Commission	Rezone from RR to R1	Recommended Approval

PUBLIC OUTREACH:

The following public outreach efforts were done to meet legal notice requirements and to seek feedback from adjacent property owners and residents:

- On April 7, 2026, a total of three (3) notices were mailed out to property owners within 200 feet of the subject property, and eight (8) postcards were mailed out to current residents within 500 feet of the subject property. As of the writing of this report, staff has received one response in support, totaling 17.58% of the land area within 200 feet.
- A notice was published on the City's website on April 8, 2026 and April 29, 2026.
- A notice was published in the Denton Record Chronicle on April 12, 2026 and May 2, 2026.
- One sign was posted on the subject property on April 8, 2026.

DEVELOPER ENGAGEMENT DISCLOSURES

No developer contact disclosures have been provided to staff from members of this body as of the issuance of this report.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Applicant Narrative

Exhibit 4 - Site Location Map
Exhibit 5 - Future Land Use Map
Exhibit 6 - Existing Zoning Map
Exhibit 7 - Proposed Zoning Map
Exhibit 8 - Table of Allowed Uses
Exhibit 9 - Notification Map
Exhibit 10 - Draft Ordinance
Exhibit 11 - Staff Presentation

Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Ashley Ekstedt, AICP
Associate Planner

Planning Staff Analysis
Z26-0004a / Chinn Rezoning
City Council District #2

REQUEST:
Rezoning of approximately 3.3 acres of land to a Residential 1 (R1) Zoning District.

STAFF RECOMMENDATION:
Staff recommends **approval** of the rezoning of approximately 3.3 acres of land to a Residential 1 (R1) Zoning District as it complies with the criteria in Section 2.4.5.E of the Denton Development Code for approval of all applications, and Section 2.7.2.D of the DDC for approval of a Zoning Map Amendment (Rezoning).

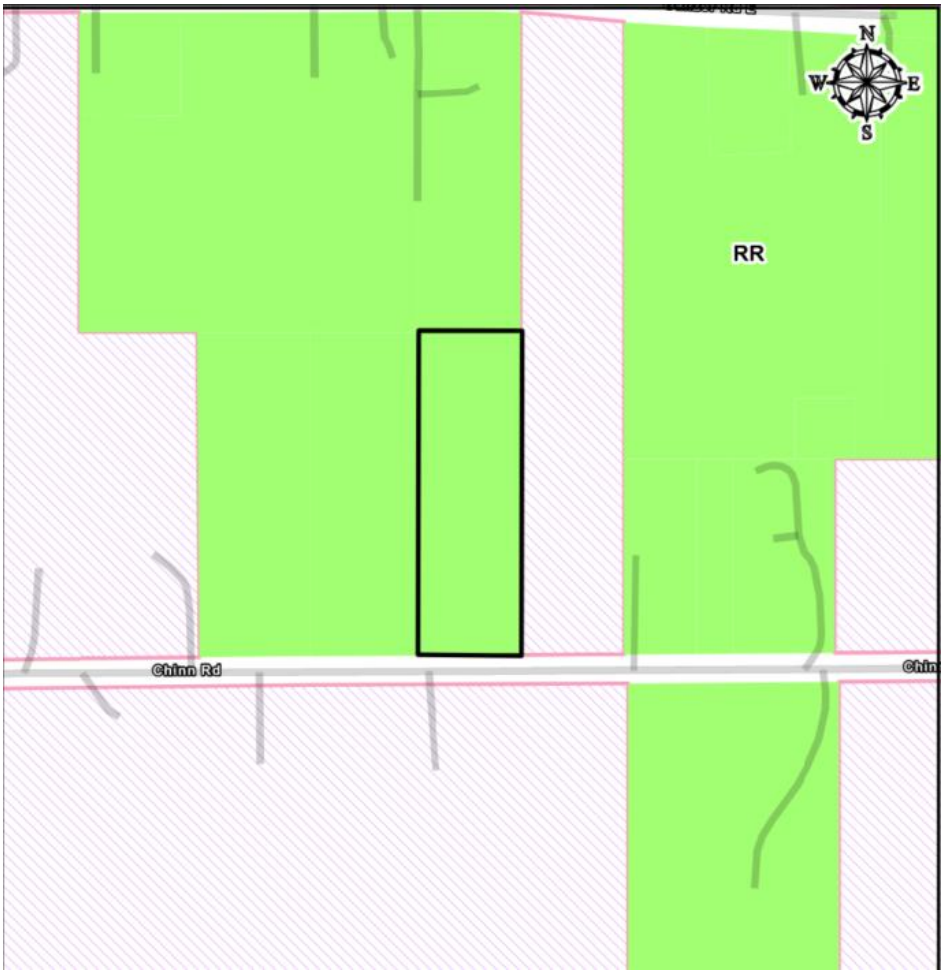
SITE DATA:
The subject property is currently undeveloped, and the property does not meet the minimum lot size of 5 acres required in Rural Residential (RR) zoning. Due to not meeting the minimum lot size requirement, the applicant is requesting to rezone to a R1 zoning district to obtain a plat and building permits for the construction of a home. The subject property currently contains one metal structure. Otherwise, based on historic aerials, the subject property has not previously been developed. According to DCAD, the subject property has been in the current configuration since at least the 1980's.

The subject property was annexed into the City in 2010 along with several other properties in this area of the City. Following annexation, the property was assigned the placeholder zoning designation "RD-5X" (Rural Residential) under the 2002 Denton Development Code (DDC), which also had a minimum required lot size of 5 acres. The zoning of the property transitioned to RR with the adoption of the 2019 DDC. Surrounding development along Chinn Road is consistent with the large-lot residential pattern typically found in peripheral areas of the City.

The subject property is on the north side of Chinn Road, a residential street.



SURROUNDING ZONING AND USES:



Northwest: Zoning: Residential Rural (RR) Use: Single-family	North: Zoning: Residential Rural (RR) Use: Single-family	Northeast: Zoning: Extraterritorial Jurisdiction/Non-Annexation Agreement Use: Single-family
West: Zoning: Residential Rural (RR) Use: Single-family	**SUBJECT PROPERTY**	East: Zoning: Extraterritorial Jurisdiction/Non-Annexation Agreement Use: Undeveloped
Southwest: Extraterritorial Jurisdiction/Non-Annexation Agreement Use: Single-family	South: Zoning: Extraterritorial Jurisdiction/Non-Annexation Agreement Use: Single-family	Southeast: Zoning: Extraterritorial Jurisdiction/Non-Annexation Agreement Use: Undeveloped

CONSIDERATIONS:

A. Section 2.4.5.E of the DDC provides approval criteria applicable to all applications.

1. *General Criteria*

a. Unless otherwise specified in this DDC, City review and decision-making bodies must review all development applications submitted pursuant to this subchapter for compliance with the general review criteria stated below.

The review criteria were applied as required.

b. The application may also be subject to additional review criteria specific to the type of application, as set forth in sections 2.5 through 2.9.

Section 2.7.2.D of the DDC applies to this rezoning request. An analysis of this request per those criteria can be found below in Consideration B.

c. *If there is a conflict between the general review criteria in this section and the specific review criteria in sections 2.5 through 2.9, the applicable review criteria in sections 2.5 through 2.9 controls*.

There are no conflicts between the general criteria and the criteria specific for zoning requests.

2. *Prior Approvals*

On May 4, 2010, City Council approved an ordinance annexing the subject property into the City Limits. The property was automatically assigned the placeholder zoning designation of Rural Residential (RD-5X) which transitioned to Rural Residential (RR) with the adoption of the 2019 Denton Development Code.

3. *Consistent with the Comprehensive Plan and Other Applicable Plans*

The decision–making authority:

a. Shall weigh competing goals, policies, and strategies.

There are no competing goals, policies, or strategies with this proposal.

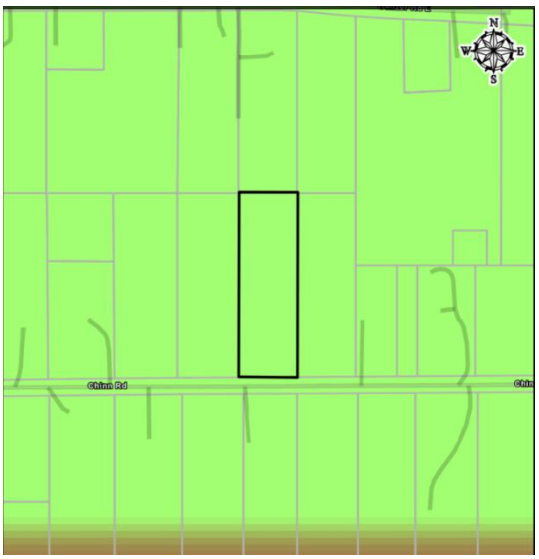
b. May approve an application that furthers the overall goals of the Comprehensive Plan even if the development does not match the future land use designation in the Comprehensive Plan.

[continued on next page]

Future Land Use

Per the Future Land Use Map in the Comprehensive Plan, the subject property is designated as Agriculture (see image below and provided as Exhibit 5). The description for the Future Land Use designation is provided below:

This category denotes areas that have large tracts of land in active agriculture uses for preservation, including ranchland, field crops, and other similar agricultural uses. This may also include rural commercial uses, alternative energy generation, and accessory structures to support agricultural uses and uses that support agritourism. This category may include large lot residential (a maximum of one unit per ten acres). This land use may allow lots as small as one acre under the gross density provision to allow for conservation development which clusters smaller lots while permanently protecting scenic rural open space (through conservation easements). Residential development in this future land use category will continue the present character of the rural and agricultural areas of Denton with low-profile homes of no greater than two stories, generous lots and setbacks, and materials that complement the natural surroundings and ranch heritage.



While the proposed R1 Zoning District allows for smaller lot sizes (32,000 square feet), the lot size of the subject property is consistent with other parcels in the vicinity. Additionally, a minimum lot size of 2 acres is required when a property contains both a water well and septic system. Water and sewer utilities are not available in this area, which would limit the further subdivision of this land beyond the current 3.3-acre parcel. The applicant intends to construct one single-family home on the subject property, which is consistent with the surrounding area. The proposed request is consistent with the goals, policies, and actions of the Comprehensive Plan and with the Future Land Use Designation of Agricultural.

4. *Compliance with this DDC*

   a. *The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.*

      This request is for a rezoning of the subject property. All subsequent development on this site will comply with applicable standards in the DDC, including, but not limited to, minimum lot size and dimensions, building coverage, access, parking, tree preservation, and landscaping.

   b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*

      Typically, a rezoning to one of the DDC's established districts does not include a full review of all development standards. If the proposed rezoning is approved, a detailed review of all required plat, tree preservation plans, and building permit submittals is required prior to development.

5. *Compliance with Other Applicable Regulations*

   This proposed rezoning complies with all other applicable regulations.

6. *Consistent with Interlocal and Development Agreements*

   There are no interlocal or development agreements for the subject property.

7. *Minimizes Adverse Environmental Impacts*

   There are no environmentally sensitive areas (ESA) on the subject property. Any development of the subject property would be subject to the City's standards for tree preservation, stormwater, and landscaping to ensure environmental impacts are minimized.

8. *Minimizes Adverse Impacts on surrounding Property*

   The proposed rezoning is consistent with the surrounding zoning and development pattern because while there is not adjacent R1 zoning, the lot size and uses permitted in R1 are compatible with the development pattern in the area. Many of the properties which front Chinn Road are zoned RR District, with multiple parcels subject to non-annexation agreements (NAAs) that obligate the landowner to following the RR District standards. The existing land use pattern along Chinn Road includes residential uses and limited agricultural uses. This development pattern is expected and encouraged on the periphery of the City.

   The proposed rezoning would allow for the development of a single-family detached dwelling that would be complimentary to the area, by maintaining the primarily rural scenic character through the development of a single-family residence on a large lot.

9. *Minimizes Adverse Fiscal Impacts*

   This proposed rezoning is not anticipated to create adverse fiscal impacts as it is located adjacent to an existing roadway and the property is an appropriate lot size to be served by on-site septic and water well, consistent with the surrounding development pattern and uses.

10. *Compliance with Utility, Service, and Improvement Standards*

    This proposed rezoning will not affect utilities, services, or improvements. When the site is developed, it will be reviewed to ensure compliance with all applicable standards.

a. Provides Adequate Road Systems

The subject property has frontage on Chinn Road, an existing rural residential street.

b. Provides Adequate Public Services and Facilities

The proposed rezoning is not anticipated to negatively impact public services and facilities.

13. *Rational Phasing Plan*

    This proposed rezoning does not have a phasing plan.

B. Section 2.7.2.D of the DDC states that an application for a rezoning may be approved based on the following conditions:

   a. *The proposed rezoning is consistent with the Comprehensive Plan.*

      As discussed in 3.b above, the proposed zoning of R1 District is consistent with the Denton 2040 Comprehensive Plan and will permit the development of compatible uses at a scale which corresponds to the existing development pattern.

   b. The proposed rezoning is consistent with relevant Small Area Plan(s).

      There is no small area plan approved for this site.

   c. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.

      Pursuant to Section 3.5.2A of the Denton Development Code:

      Per Section 3.2.2A, "The R1 District is intended to preserve existing single-family neighborhoods and to ensure that any new development promotes conservation of scenic rural open space and is compatible with existing land uses, patterns, and design standards. The R1 district can be used as a transitional district between rural development and large lot residential neighborhoods."

The requested R1 District is consistent with the purpose statement, allowing for the development of a single-family detached dwelling that conserves rural open space. Additionally, the R1 District would not introduce new uses or patterns to the area.

d. There have been or will be significant changes in the area to warrant a zoning change.

There have not been significant changes in the area to warrant a zoning change. The current property is zoned RR District; however, to meet dimensional standards of the current Denton Development Code, the RR District requires a minimum lot area of 5 acres. The subject property is approximately 3.3 acres thus not meeting the minimum area requirement per the existing RR zoning district thereby prohibiting development of the property, hence this rezoning request.

Rezoning to an R1 District would be consistent with the current and future zoning pattern and surrounding land uses, by providing the opportunity to build a single-family detached dwelling that promotes conservation of scenic rural open space and is compatible with existing land uses, patterns, and design standards, meeting the policies and goals of the Denton 2040 Comprehensive Plan.

Additionally, it is important to note that the rezoning would not introduce new uses to the area. There are residential uses and zoning surrounding the subject property.

e. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.

Transportation

The scope includes the proposed future development of a single-family detached dwelling. The property has access from Chinn Road. Therefore, the proposed future development is not expected to create significant adverse impacts to current transportation levels in the surrounding area and/or neighborhood.

Roadway Impact Fees
Roadway impact fees, paid at the time of development, are determined using a proportionality calculation based on the proposed uses and projected vehicle trips. These fees will be assessed based on plans submitted at the time of development and are used to make roadway system improvements related to the Mobility Plan.

f. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.

Schools
The proposed development of a single-family detached dwelling would be expected to generate approximately one student based on Denton ISD's student generation formulas.

Parks
The subject property is located approximately 3.5 miles from North Lakes Park. This distance does not meet the Park Department's goal of a 10-minute walk to a park.

Water and Wastewater
Public water and public wastewater service is not available. The subject property can be served by on-site septic and water well.

Nearest Fire Station
The subject property is approximately 3.5 miles from Denton Fire Station 5 (2230 Windsor Drive), which is inside the eight minutes or less response time boundary.

g. There was an error in establishing the current zoning district.

There was not an error in the assignment of the current zoning district, which transitioned from the placeholder designation of RD-5X assigned to this property and many others in the area following their annexation into the City in 2010. The RD-5X designation required the same 5-acre minimum lot size as the current RR District. However, to meet current standards of the Denton Development Code, the property must be rezoned to a district with a smaller minimum lot size to allow the property to be platted for a single-family detached dwelling to be constructed in the future. Therefore, the existing RR District is no longer appropriate, and the R1 District dimensional and development standards are consistent with the surrounding area.

Parcel 37468 Johnson/Madrie plan

3.3 ac generally located North of Chinn Rd. and East of

Ganzer Rd. Parcel 37468

Will be building a single story house roughly 2500 to 3300 sq feet.,

Building a shop around 30 by 60. Shop will not be used as a dwelling unit.

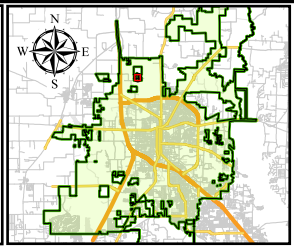
Need to install a water well and septic system to support the house.

Eventually, will demo the existing shop due to age and wear of that building.

Z26-0004
Aerial_Site_Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



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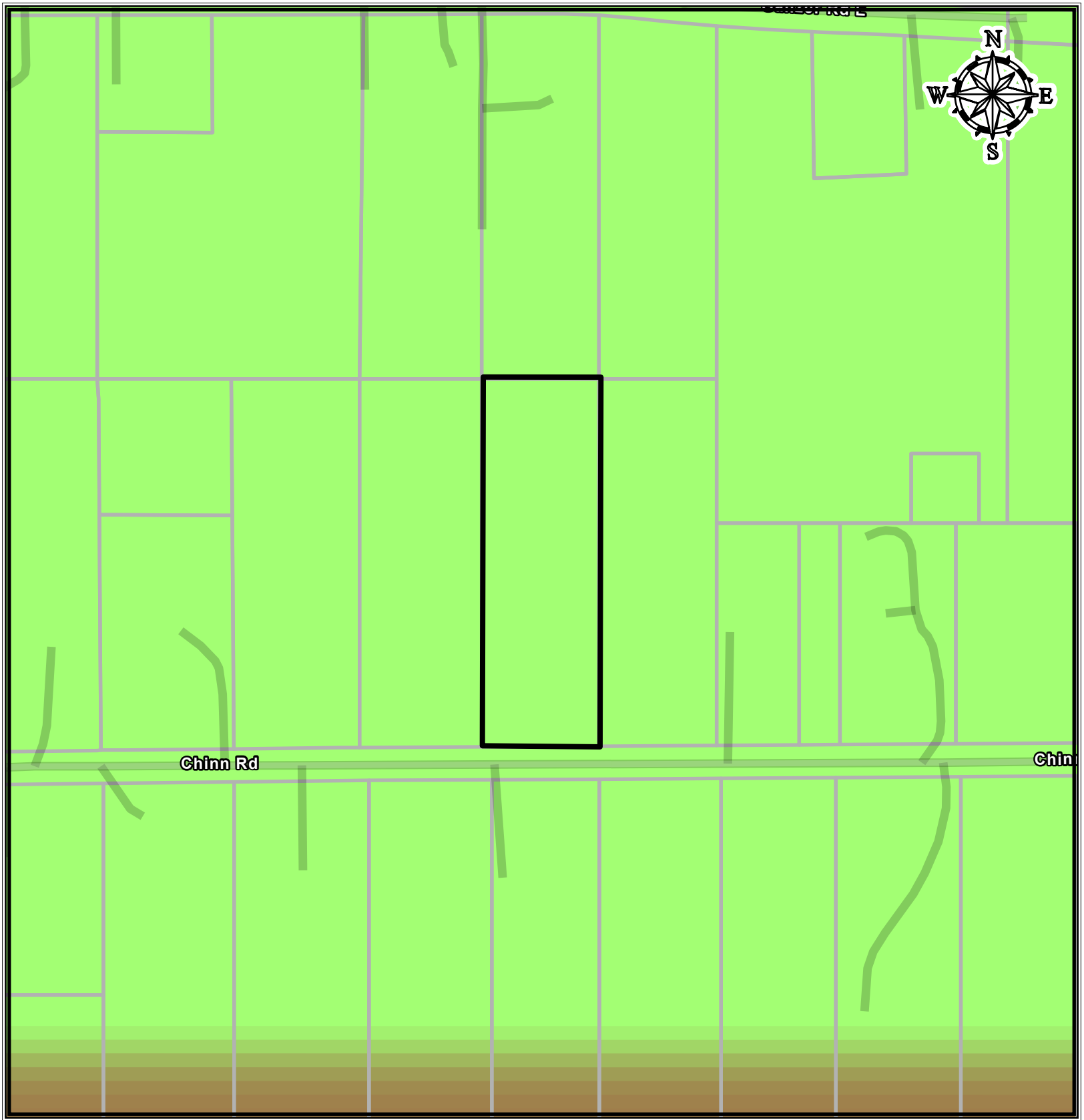
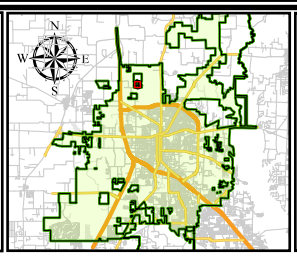
Z26-0004
Future Land Use Map



Future Land Use 2040

- Agriculture
- Rural Areas
- Low Residential
- Moderate Residential
- Master Planned Community
- Downtown Denton
- Regional Mixed Use
- Community Mixed Use
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- Business Center
- Light Industrial
- Industrial Commerce
- Government / Institutional
- Parks / Open Space
- Site Location



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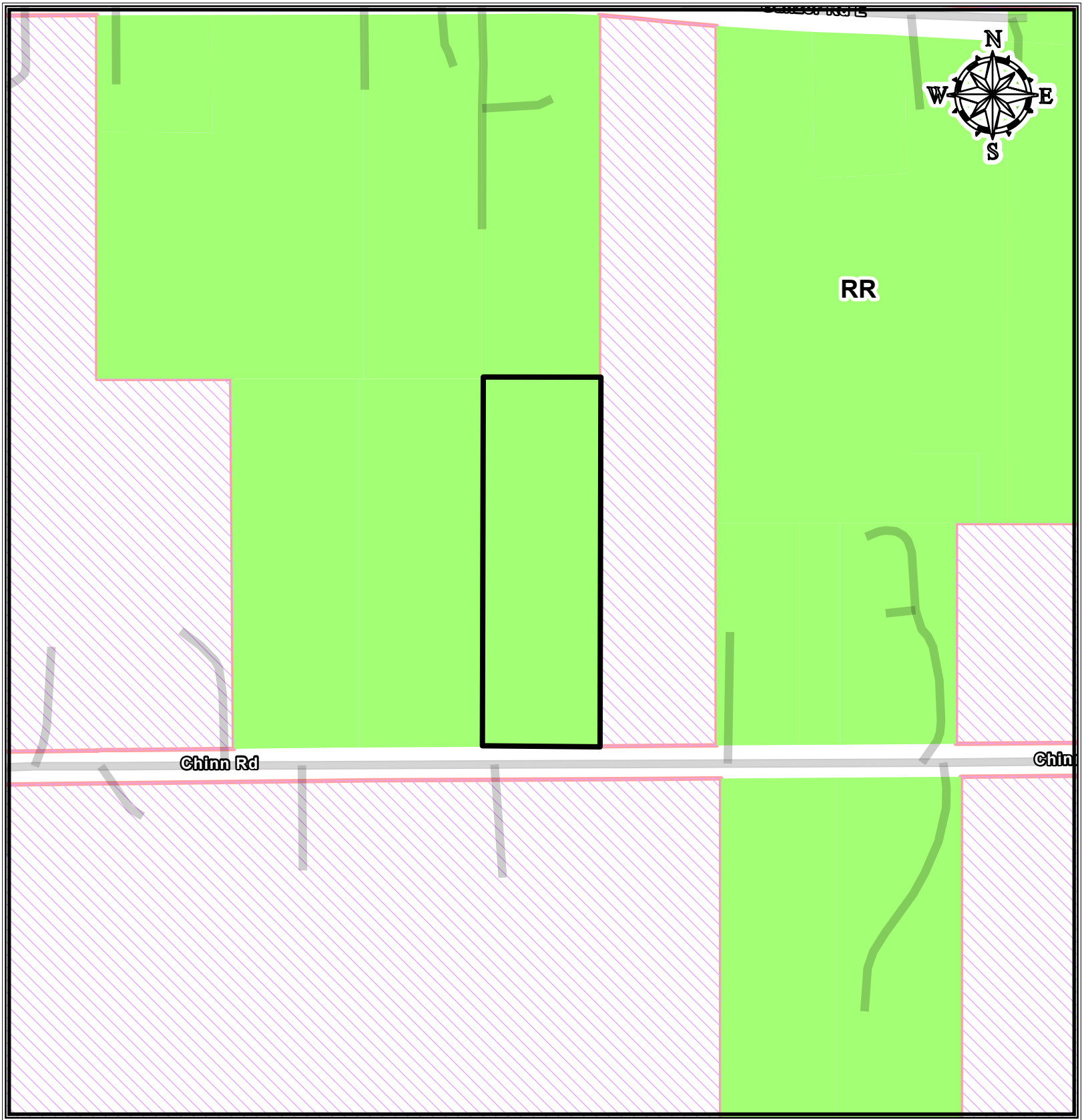
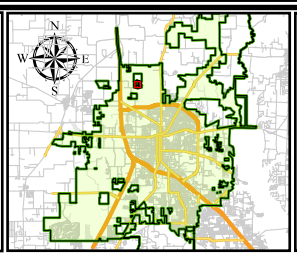
Z26-0004
Current Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY



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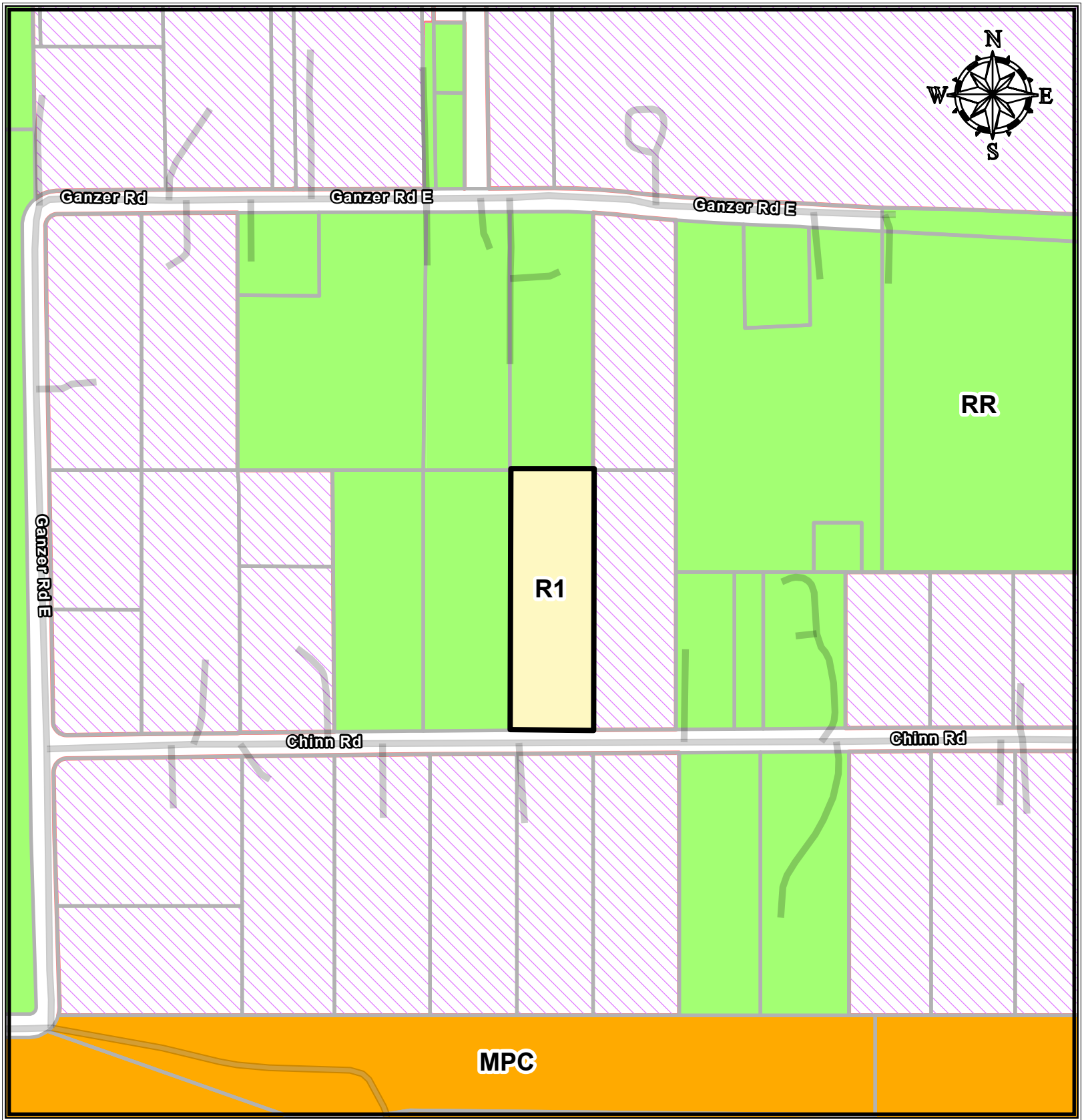
Z26-0004
Proposed Zoning Map



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- Z26-0004
- COD
- ETJ
- ETJ 2
- NAA 8/1/20
- NAA 8/1/40

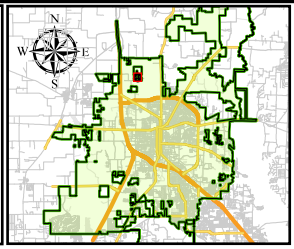

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Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Residential Uses																	
HOUSEHOLD LIVING																	
Single-Family Detached Dwelling	P+	P+	P+	P+	P+	P+	P+	P+									5.3.3A
Townhome					S+	P+	P+	P+	P+	P+							5.3.3B
Duplex					S+	P+	P+	P+	P+	P+							5.3.3C
Triplex						P+	P+	P+	P+	P+							5.3.3C
Fourplex						P+	P+	P+	P+	P+							5.3.3C
Multifamily Dwelling							S+	P+	P+	P+	S+	S+	S+				5.3.3D
Tiny Home Development	Subject to approval of a planned development (PD); see 5.3.3E																
Work/Live Dwelling	P+						P+	P+	P+	P+	P+	S+	S+				5.3.3F
Manufactured Home Development (HUD Code)						S+	S+										5.3.3G
GROUP LIVING																	
Chapter House							S	S								P	
Community Home	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+							5.3.3I
Dormitory							S	S	P								
Elderly Housing						S+	S+	P+	P	P			P				5.3.3H
Group Home	S+			S+	S+	S+	S+	S+	S+	S+							5.3.3I
Public, Institutional, Religious, and Civic Uses																	
COMMUNITY AND CULTURAL FACILITIES																	
Airport, City-Owned																P	
Cemetery, City-Owned																P	
Club or Lodge	P	S	S	S	S	S	S+	P+	P	P+	P	P	P	P+	P+		5.3.4A
Community Service	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	

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Day Care, Adult or Child	P	S	S	S	S	S	P	P	P	P	P	P	P	P+			5.3.4B
Funeral and Internment Facility									S	S	P	P	P	P			
Homeless Shelter	S+						S+	S+	S+	S+						P+	5.3.4C
Landfill, City-Owned																P	
Park, Playground, Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.4D
EDUCATIONAL FACILITIES																	
Business or Trade School								P+	P+	P+	P+	P	P	P	P		5.3.4E
College or University									P	P			P				
School, Private	P	S	S	S	S	S	S	P	P	P	P	P	P			P	
School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
HEALTHCARE FACILITIES																	
Hospital Services										P+	P+	P	P				5.3.4F
Medical Clinic								S+	S+	P+	P+	P	P	P			5.3.4G
Medical Office							P+	P+	P+	P	P+	P	P	P			5.3.4H
Commercial Uses																	
AGRICULTURAL AND ANIMAL USES																	
General Agriculture	P	S+												S+	P		5.3.5A
Commercial Stable	P	S+	S+														5.3.5B
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	S	S	S	
Kennel	P+	S+	S+								P+	P+	S+	P+	P+		5.3.5C
Urban Farm	P	S	S	S	S	S	S	P	P	P	P	P	P	P	P		
Veterinary Clinic	P	S	S					P	P+	P	P	P	P	P			5.3.5D
RECREATION AND ENTERTAINMENT																	
Amenity Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Indoor Recreation Facility	P							P	P	P	P	P	P	P			
Outdoor Recreation Facility	P	P	P	P	P	P	P	S	S	S	P	P	P	P			
RV Park	S+		S+	S+	S+	S+	S+							S+	P+		5.3.5E
FOOD AND BEVERAGE SERVICES																	
Bar, Tavern, or Lounge								S+	P	P	P	P	P	P			5.3.5F
Mobile Food Court								S+	S+	S+	S+	S+	S+	S+	S+		5.3.5G
Private Club	P+							P+	P+	P+	P+			P+	P+		5.3.5H
Restaurant								P+	P	P	P	P	P	P			5.3.5I
Restaurant, with Drive-Through								S+	S+	P+	P+	P+	P+	P+			5.3.5J

Table 5.2-A: Table of Allowed Uses

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OFFICE, BUSINESS, AND PROFESSIONAL SERVICES																	
Administrative, Professional, and Government Office				S+	S+	S+	P+	P+	P+	P	P	P	P	P	P	P	5.3.5K
Bank or Financial Institution							S+	P+	P+	P	P	P	P	P			5.3.5L
Musician Studio								P+	P+	P+	P+	P+	P+	P+	P+		5.3.5M
Credit Access Business								S+	P+	P	P	P	P	P			5.3.5N
Printing, Copying, and Publishing Establishment								S	P	P	P	P	P	P	P		
PERSONAL SERVICES																	
Laundry Facility, Industrial												S	S	P	P		
Laundry Facility, Self-Service							S+	P+	P+	P+	P	P	P	P	P		5.3.5O
Personal Service, General								P	P	P	P	P	P	P			
Tattoo and Body Piercing Parlor								P+	P+	P+	P+	P+					5.3.5P
RETAIL SALES																	
Building Materials and Supply Store											S	P		P	P		
General Retail Unless Otherwise Specified, Less than 5,000 Square Feet							S+	P	P	P	P	P	P	P	P	P	5.3.5Q
General Retail Unless Otherwise Specified, Between 5,000 Square Feet and 15,000 Square Feet								P	P	P	P	P	P	P	P		
General Retail Unless Otherwise Specified, More than 15,000 Square Feet								S	S	P	P	P	P	P+	P+		5.3.5R
Smoke Shop									P	P	P	P					
LODGING FACILITIES																	
Bed and Breakfast	P+				S+	S+	S+	P+	P+	P+	P+						5.3.5S
Boarding or Rooming House								S	P	P	P						
Hotel								P	P	P	P	P	P	P			
Motel										P	P	P	P	P			
Short-Term Rental	P+	P+	P+	P+	P+	P+	P+	P+									5.3.5T
VEHICLES AND EQUIPMENT																	
Auto Wash										P	P	P	P	P	P		
Automotive Fuel Sales								S+	S+	P+	P+	P+	P+	P+	P+		5.3.5U
Automotive Repair Shop, Major										P+	P+	P+	S+	P+	P+		5.3.5V
Automotive Repair Shop, Minor								S+		P+	P+	P+	P+	P+	P+		5.3.5W

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	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Automotive Sales or Leasing												P					
Automotive Wrecking Service, Impound Lot, Junkyard, and Salvage Yard														S+	P+		5.3.5X
Equipment Sales and Rental												S+		S+	P+		5.3.5Y
Parking Lot as a Principal Use									P	P	P	P	P	P	P		
Travel Plaza												P		P	P		
ADULT ENTERTAINMENT ESTABLISHMENTS																	
Sexually Oriented Business															S+		5.3.5Z
Industrial Uses																	
MANUFACTURING AND PROCESSING																	
Craft Alcohol Production								S	P+	P+	P+	P	P	P	P		5.3.6A
Feedlot, Slaughterhouse, or Packaging Plant	S														S		
Food Processing, Less than 2,500 Square Feet								P+	P+	P+	P+	P+	P+	P+	P+		5.3.6B
Food Processing, More than 2,500 Square Feet								S+	S+	P+	P+	P+	P+	P+	P+		5.3.6C
Gas Well	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	Subchapter 6: *Gas Wells*
Manufacturing, Artisan								P+	P+	P	P	P	P	P	P		5.3.6D
Manufacturing, Low-Impact									S+	P+	P+	P+	P+	P	P		5.3.6E
Manufacturing, Medium-Impact													S	S	P		
Manufacturing, High-Impact															S		
Commercial Incinerator, Transfer Station															S		
Data Center, Modular														S+	S+	S+	5.3.6I
Data Center, Warehouse										S+	S+	S+	P+	P+	P+	P+	5.3.6J
STORAGE AND WAREHOUSING																	
Outdoor Storage														S+	S+	S+	5.3.6F
Self-Service Storage								S+	S+	S+	P+	S+	P+	P+	P+		5.3.6G
Storage of Hazardous Materials															S		
Warehouse and Wholesale Facility										S+	S+	P	P	P	P		5.3.6H
Public and Semi-Public Utility Uses																	
Basic Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Power Stations, Electric Substations, Interchanges, and Switch Stations	P+							P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.7A

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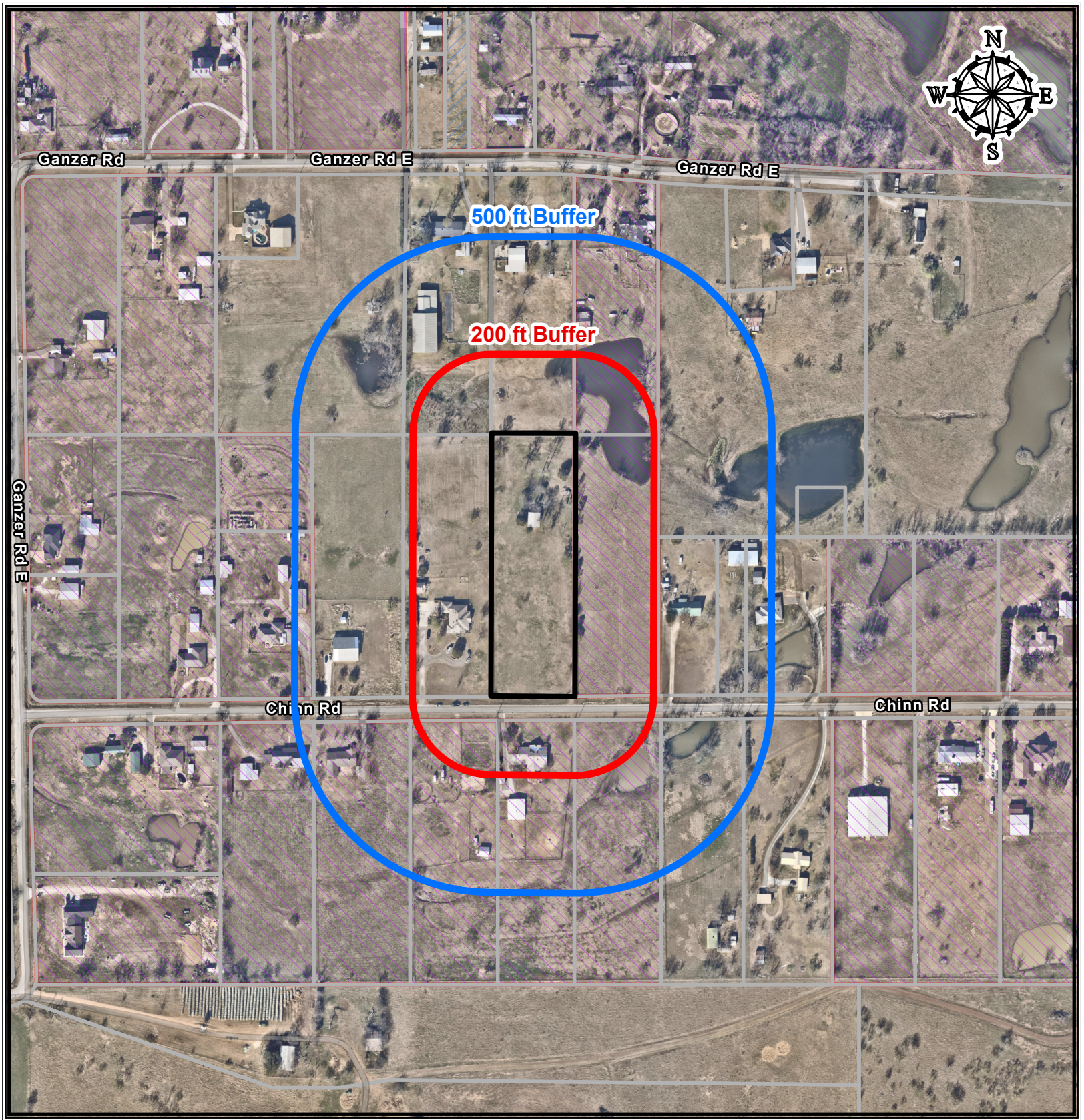
Solar Collector as Principal Use	S+												S+	S+	S+	P+	5.3.7B
Wind Energy Conversion System (WECS)															S+	S+	5.3.7C
Wireless Telecommunications	See Section 5.6: *Wireless Telecommunications Facilities*																
Accessory Uses																	
Accessory Dwelling Unit	P+	P+	P+	P+	P+	P+	P+	P+									5.4.4A
Donation Box																	5.4.4B
Home Occupation	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+						5.4.4C
Outdoor Storage, Accessory												P+	P+	P+	P+	P+	5.4.4D
Sale of Produce and Plants Raised on Premises	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4E
Solar Collector, (Ground- or Building-Mounted)	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4F
Wind Energy Conversion System (WECS), Small (Ground-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	5.4.4G
Wind Energy Conversion System (WECS), Small (Building-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	0
Temporary Uses																	
Temporary Storage Containers and Other Portable Storage Units	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6A
Concrete or Asphalt Batching Plant, Temporary	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6B
Farmer's Market or Open-Air Market								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Field or Construction Office	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6C
Seasonal Sales								P+	P+	P+	P+	P+	P+	P+	P+		5.5.4
Special Event								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Portable Wireless Telecommunications Facility	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4

Z26-0004
Notification Map



COD
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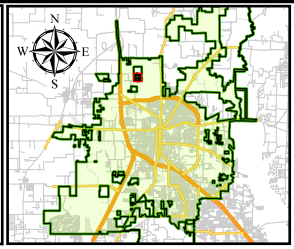

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Date: 4/2/2026

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CITY OF DENTON

DEPARTMENT OF DEVELOPMENT SERVICES

Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

PUBLIC HEARING NOTIFICATION SIGN AFFIDAVIT OF SIGN POSTING

Project No. Z26-0004

Date of Planning and Zoning Commission Meeting: April 29, 2026

I hereby certify that I have posted or caused to be posted Public Hearing Notification sign(s) on the property subject to Project Name/Number CHINN Rezoning / Z26-0004, located at 2199 Chinn Rd Denton TX 76207

Said sign(s) have been obtained through a sign contractor of choice and meet the specifications as stated in the City of Denton Public Hearing Sign Criteria Sheet.

Posting of said signs was accomplished on April 8, 2026. Said signs have been posted in a manner that provides an unobstructed view and allows clear reading from the public right(s)of-way along Chinn Rd.

Said signs will be maintained on the property throughout the entire public hearing process and will be removed within three (3) calendar days subsequent to the final decision by the approving body. I further certify that this affidavit was filed with the Planning Department of the City of Denton within the time provisions specified in the City of Denton Public Hearing Sign Criteria Sheet.

Executed this the April 1 day of 08, 2026

JoAnn Madrie

Signature of Applicant or Authorized Representative for Project No.

JoAnn Madrie

Printed Name of Applicant or Authorized Representative for Project No.

STATE OF TEXAS COUNTY OF Denton BEFORE ME, a Notary Public, on this April 8th, 2026 day personally appeared (printed owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the owner, for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 8th day of April, 2026.

Christina Sebastian

Notary Signature (seal)

CHRISTINA LYNNE SEBASTIAN
Notary ID #126747555
My Commission Expires
February 12, 2029

PLEASE NOTE: ***Failure to post the notification sign(s) on the property by the close of business (5 pm) on the tenth (10th) day prior to the first public hearing shall result in the postponement of consideration by the Board or Commission.***

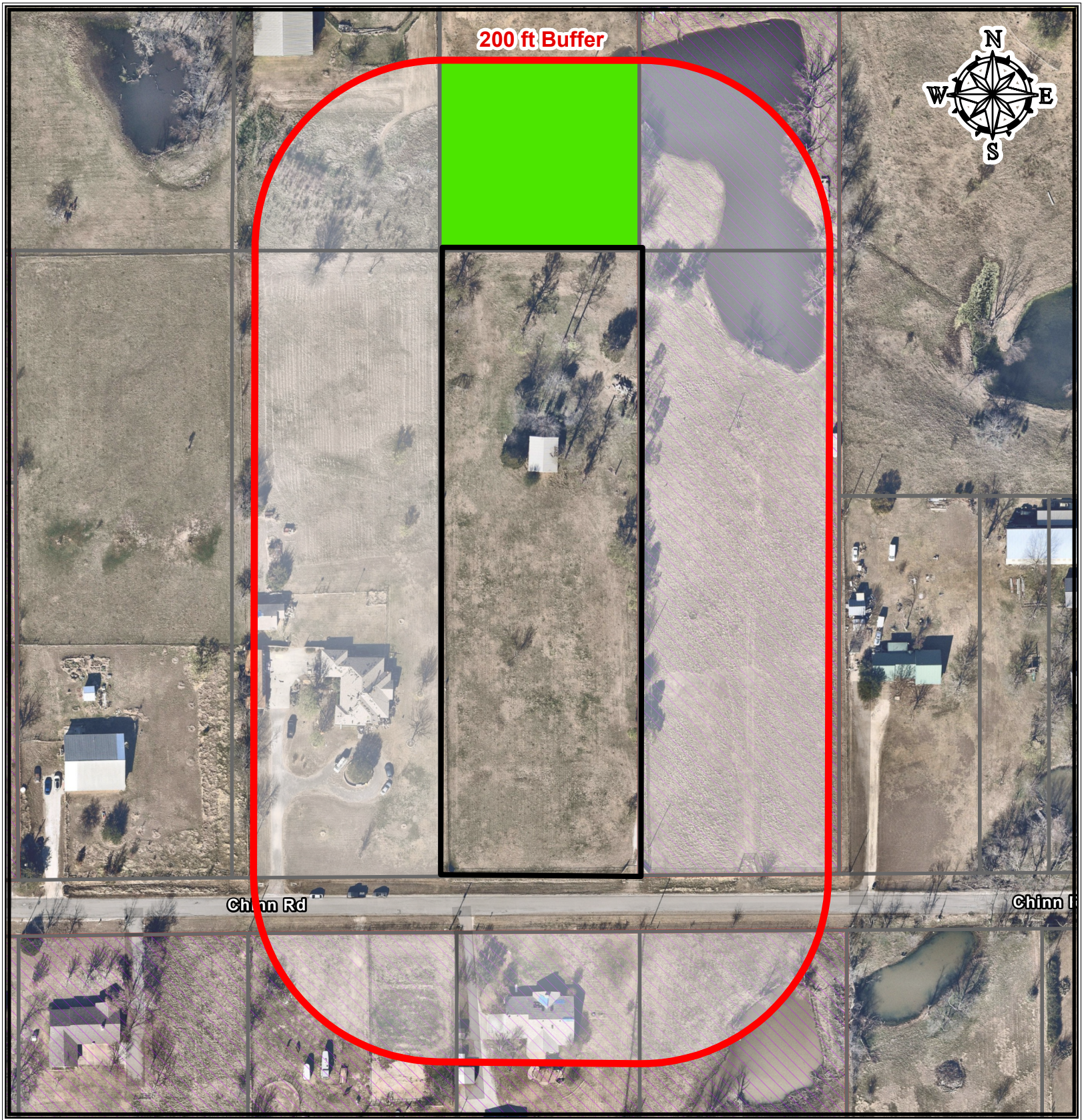
STAFF USE ONLY:

Date/Time submitted: April 9, 2026 1:04 PM Verified by: Ashley Ekstedt


DENTON
Notice of Public Hearing
Project Number: PZ26-0004
Project Name: Chinn Rezoning
Request: Re-Zoning
For more info:


DENTON
Notice of Public Hearing

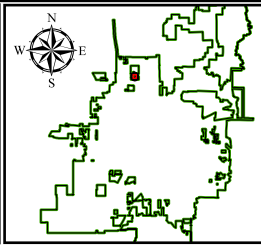
Z26-0004
Notification Response Map



Site Location
No Response
In Favor
COD

ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40

In Favor: 17.58%



0 40 80 160 Feet

CITY OF DENTON
Development Services · GIS
Date: 4/27/2026

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Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number Z26-0004
Chinn Rezoning

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Ashley Ekstedt, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to ashley.ekstedt@cityofdenton.com or call (940) 349-7187. Please note any responses are subject to public information requests including the information provided below.

Project Number: Z26-0004

Meeting Date: April 29, 2026

Please circle one:

☒ In favor of request ☐ Opposed to request

Comments:

IN FAVOR OF SINGLE FAMILY HOME

Signature: Shellie K. Smith

Printed Name: SHELLIE K. SMITH

Street Address: 6996 GANZER RD. E

City, State and Zip Code: DENTON TX 76207

Phone Number: 940-395-1459

Email Address: Shellie921@yahoo.com

Physical Address of Property within 200 Feet: SAME AS ABOVE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, REGARDING A CHANGE IN THE ZONING DISTRICT AND USE CLASSIFICATION FROM A RESIDENTAL RURAL (RR) DISTRICT TO A RESIDENTIAL 1 (R1) DISTRICT ON APPROXIMATELY 3.3 ACRES OF LAND GENERALLY LOCATED ON THE NORTH SIDE OF CHINN ROAD, APPROXIMATELY 1,180 FEET EAST OF GANZER ROAD IN THE CITY OF DENTON, DENTON COUNTY, TEXAS; ADOPTING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF $2,000.00 FOR VIOLATIONS THEREOF; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Z26-0004a)

WHEREAS, Nick Johnson and Joann Madrie requested to rezone approximately 3.3 acres of land from Residential Rural (RR) District to Residential 1 (R1) District, legally described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter, the "Property"); and

WHEREAS, on April 29, 2026, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded full and fair hearings to all property owners interested in this regard, and have recommended approval (5-0) of the request; and

WHEREAS, on May 19, 2026, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards set forth in Section 2.7.2 of the Denton Development Code, and is consistent with the Denton 2040 Comprehensive Plan and the Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for establishing a zoning district change for the Property, have determined that the proposed use is in the best interest of the health, safety, morals, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said zoning change is in the public interest and should be granted as set forth herein; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference and found to be true.

SECTION 2. The zoning district and use classification for the Property is hereby changed to Residential 1 (R1) District.

SECTION 3. The City's official zoning map is hereby amended to show the established zoning district and use classification.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. Any person, firm, partnership or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon _____

Exhibit A
Legal Description

Being all that certain tract of land situated in the J. McNeil Survey, Abstract Number 1150, Denton County, Texas and being all of a tract of land described in the deed from Bobby R. Mitchell and wife, Virginia Corine Mitchell to William Scott Rowe and wife, Keena Ann Rowe as recorded in Volume 2142, Page 866 of the Real Property Records of said County; the subject tract being more particularly described as follows:

BEGINNING at a capped iron rod stamped "KAZ set in the North line of Chinn Road for the Southeast corner of said Rowe tract and the Southwest corner of a tract of land described in the deed to Derek Hook and wife, Cindy Hook as recorded in Document Number 2009-80411 of said Records from which a 1/2" square tube found for the Southeast corner thereof bears South 89 degrees 17 minutes 09 seconds East a distance of 213.84 feet;

Thence North 89 degrees 28 minutes 02 seconds West with the South line of said Rowe tract and the North line of said Road a distance of 214.01 feet to a capped iron rod stamped "KAZ" set for the Southwest corner thereof and the Southeast corner of a tract of land described in the deed to Gene A. Gohlke and wife, Judith C. Gohlke as recorded in Document Number 2001 -47679 of said Records;

Thence North 00 degrees 08 minutes 24 seconds East with said common line along and near a fence a distance of 670.20 feet to a capped iron stamped "KAZ" set for the Northeast corner of said Gohlke tract, the Southeast corner of a tract of land described in the deed to Laura Mauelshagen and Chris Considine as recorded in Document Number 2013-17484 of said Records, the Southwest corner of a tract of land described in the deed to Gordon G. Smith as recorded in Document Number 98-R0066783 of said Records and the Northwest corner of said Rowe tract;

Thence South 89 degrees 56 minutes 35 seconds East with said common line along and near a fence a distance of 214.01 feet to a 5/8" iron rod found for the Southeast corner of said Smith tract and the Northeast corner of said Rowe tract and in the West line of said Hook tract;

Thence South 00 degrees 08 minutes 24 seconds West with said common line along and near a fence a distance of 671.98 feet to the PLACE OF BEGINNING and enclosing 3.30 acres of land more or less.

Z26-0004a
Chinn Rezoning

Ashley Ekstedt, AICP

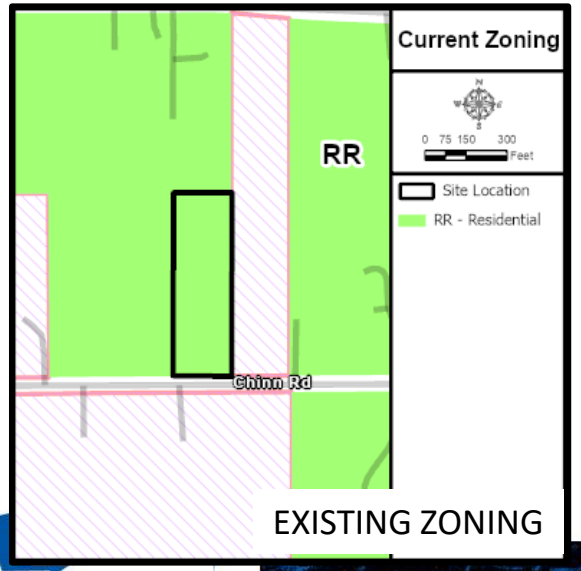
Associate Planner

May 19, 2026

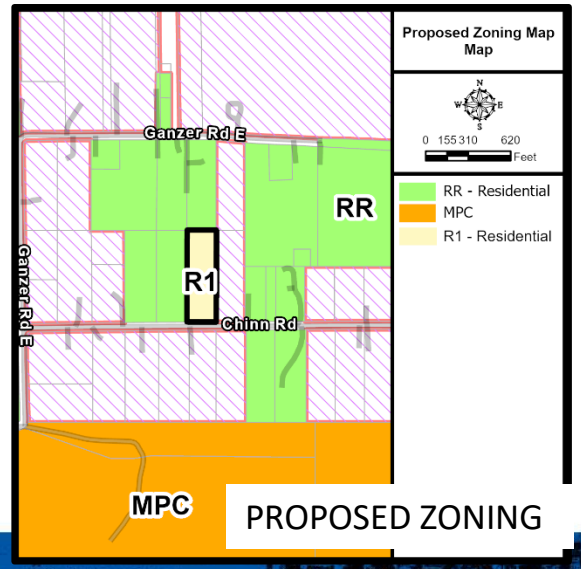
CITY OF DENTON

Request

- Rural Residential (RR) Zoning District to a Residential 1 (R1) Zoning District
- Approximately 3.33 acres
- Purpose: Address nonconformity (lot size does not meet the 5-acre minimum in RR)



EXISTING ZONING

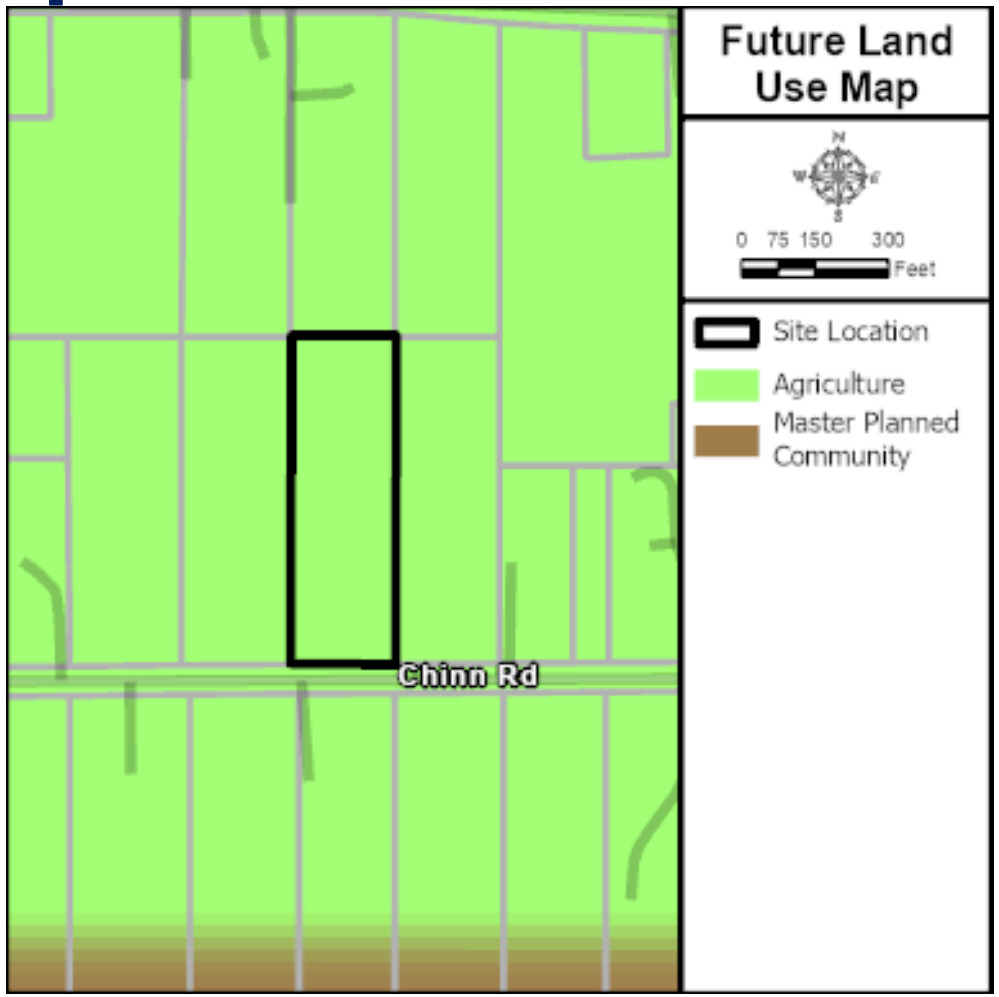


PROPOSED ZONING



Future Land Use Map and Zoning Purpose Statement

- **Agriculture Future Land Use designation**
  - This category denotes areas that have large tracts of land in active agriculture uses for preservation, including ranchland, field crops, and other similar agricultural uses.
  - This category may include **large lot residential** (a maximum of one unit per ten acres).
  - Residential development in this future land use category will **continue the present character of the rural** and agricultural **areas of Denton.**
- The R1 district is intended to **preserve existing single-family neighborhoods** and to ensure that any new development promotes conservation of scenic rural open space and is **compatible with existing land uses, patterns,** and design standards.
- The R1 district can be used as a transitional district between rural development and large lot residential neighborhoods.



Criteria for Approval – Development Code

General Approval Criteria for All Applications (Sec. 2.4.5E)

1. General Criteria
2. Prior Approvals
3. Consistent with the Comprehensive Plan and Other Applicable Plans
4. Compliance with this DDC
5. Compliance with other regulations
6. Consistent with Interlocal and Development Agreements
7. Minimizes Adverse Environmental Impacts
8. Minimizes Adverse Impacts on surrounding Property
9. Minimizes Adverse Fiscal Impacts
10. Compliance with Utility, Service, and Improvement Standards
11. Provides Adequate Road Systems
12. Provides Adequate Public Services and Facilities
13. Rational Phasing Plan

Zoning Criteria for Approval (Sec 2.7.2.D)

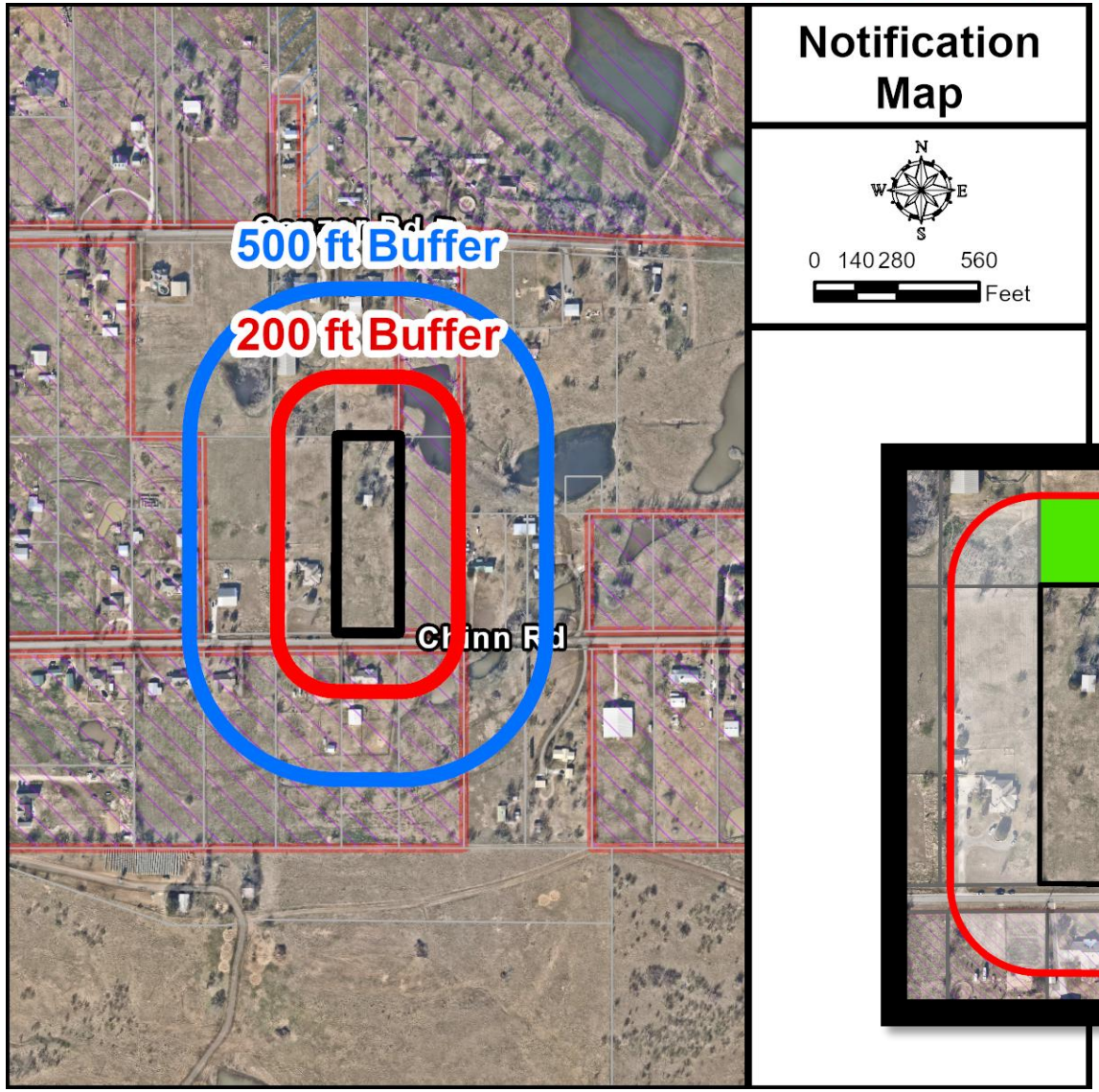
a. The proposed rezoning is consistent with the Future Land Use Map designation.
b. The proposed rezoning is consistent with relevant Small Area Plan(s).
c. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.
d. There have been or will be significant changes in the area to warrant a zoning change.
e. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.
f. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.
g. There was an error in establishing the current zoning district.

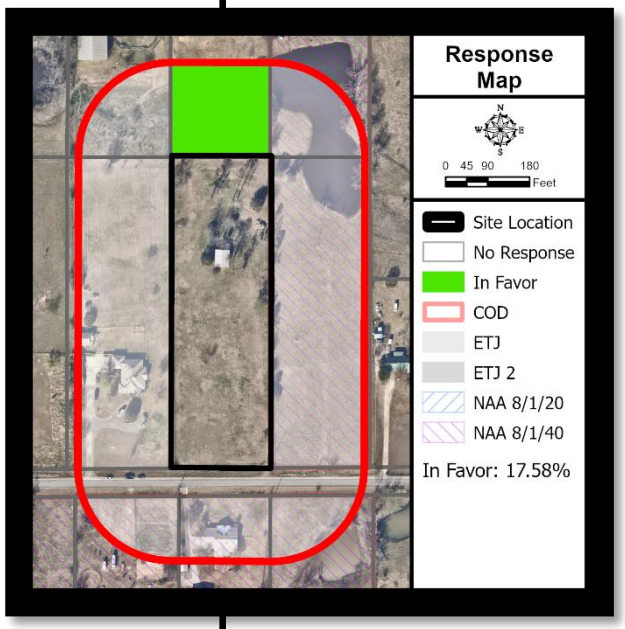
Summary:

- ✓ Proposal is consistent with the goals and policies and the Future Land Use Map of the Denton 2040 Comprehensive Plan.
- ✓ Proposal is consistent with R1 Zoning District purpose statement.
- ✓ Zoning is not expected to generate significant adverse environmental, infrastructure, or fiscal impacts.
- ✓ Zoning is not expected to have adverse impacts on surrounding properties.

Notification

- **Newspaper Ad:** April 12 May 2, 2026
- **Website:** April 8 and 29, 2026
- **Property Posted:** April 8, 2026
- **Mailed Notices:**
  - 200 ft. Public Notices mailed: 3
  - 500 ft. Courtesy Notices mailed: 8
- **Responses:**
  - In Opposition: 0
  - In Favor: 1 (17.58%)
  - Neutral: 0





Recommendation

The Planning & Zoning Commission recommended approval (5-0).

Staff recommends **approval** of the zoning change request to a Residential 1 (R1) Zoning District as it complies with the criteria in Section 2.4.5E of the Denton Development Code for approval of all applications, and Section 2.7.2D of the DDC for approval of a Zoning Map Amendment (Rezoning).

QUESTIONS?

Ashley Ekstedt, AICP
Associate Planner
Development Services

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ICM: Cassey Ogden

DATE: May 19, 2026

SUBJECT

Conduct the first of two readings of an ordinance of the City of Denton, Texas annexing approximately 2.94 acres of land, generally located 1,671 feet east of Mayhill Road, north of Mills Road, into the City of Denton, Denton County, Texas; providing for a correction to the City map to include the annexed land; and providing for a savings clause and an effective date. (A26-0001c, Rollins Annexation, Angie Manglaris)

BACKGROUND

The owner, Coy Mark and Carolyn Rollins, (hereafter referred to as "Owner"), had a non-annexation agreement (ordinance 2012-363), which expired on August 1, 2020. Pursuant to Council direction, the City corresponded with the Owner on multiple occasions, including April 23, 2024, June 13, 2024, and April 13, 2026 to offer a new non-annexation agreement, but the Owner has not responded. By operation of the expired non-annexation agreement, the Owner has filed a written petition with the City for voluntary annexation of approximately 2.940 acres of land, generally located 1,671 feet east of Mayhill Road and north of Mills Road (hereafter referred to as "Subject Property").

In accordance with State Law, Non-Annexation Agreements (NAAs) were initially offered to property owners between 2010 and 2016 when the City was in the process of annexing land area within the Extra-Territorial Jurisdiction (ETJ). Texas Local Government Code Section 43.016 requires municipalities to offer NAAs to property owners of land area the City is interested in annexing if that land area is appraised for tax purposes as having agricultural, wildlife management, or timber use. In addition, the City also offered NAAs to properties used as single-family residences. NAAs entered into during this initial time period had an original expiration date of August 2020. In 2020, City Council directed staff to offer extensions of the NAAs to August 2040. In accordance with State Law, the total duration of the NAA shall not exceed 45 years.

The general requirements of the NAAS are as follows:

- The property may only be used for single-family residential, agricultural, wildlife, timber, or related uses.
- City of Denton regulations apply to proposed development.
- Development applications and building permits must be submitted and approved through the City of Denton.
- Land may be subdivided into smaller parcels via plating, provided the minimum lot size is at least 5 acres.
- Notification must be provided to the City if the property is sold.
- Properties with agriculture, wildlife management, or timberland exemptions are required to provide notice to the City if there is a change in exemption status.

- If the property owner does not abide by these requirements, or if the NAA expires, the City may proceed with annexation of the property.

Following Council direction in 2020, staff began engaging with property owners with expired NAAs in an effort to enter into new agreements with 2040 expiration dates. Between 2020 and 2021 a majority of property owners with expired NAAs entered into new agreements; however, 18 NAAs remained expired.

In 2024, staff revisited the topic of expired NAAs with City Council. Direction was given to contact the property owners of the 18 expired agreements to extend the NAAs and pursue annexation for any remaining expired NAAs. Initial letters offering NAA extensions were mailed in May 2024 with follow-up letters in June prior to the initial response deadline of June 21, 2024. Additional letters were mailed in September 2024, and a final letter was sent to the property owner on April 13, 2026 via certified mail. Eight (8) NAAs remain expired and the City has begun the process of annexing these areas.

If at any point during the annexation process the property owner indicates a desire to reenter into a NAA rather than be annexed into the City, staff will work with the owner to receive an updated agreement and suspend the annexation proceedings. Given the number of expired NAAs, staff will bring forward the annexation cases singularly or in groups based on parcel size, beginning with the smallest parcels.

The first reading of the annexation ordinance is the fourth of several steps required for a voluntary annexation based upon the requirements of TXLGC Sec. 43.0672 and the City's Charter as outlined below:

1. Approval of a Municipal Services Agreement
2. Adoption of a Service Plan
3. Annexation Public Hearing
4. **First Reading of Annexation Ordinance**
5. Publication of Annexation Ordinance
6. Second Reading and Adoption of Annexation Ordinance

The first four of these items are on this agenda, with this being the fourth required step in the process. Following the first reading of the annexation ordinance, the ordinance must be published in the newspaper, and the second reading is required to occur at least 30 days following ordinance publication.

The subject property is situated on the north side of Mills Road, approximately 1,671 feet east of Mayhill Road. The property to the north of the Subject Property is situated within the City of Denton's Extraterritorial Jurisdiction (ETJ) and subject to a non-annexation agreement. The properties to the east, and west of the Subject Property are situated within the City limits and zoned Rural Residential (RR). Mills Road, abutting the Subject Property to the south, is a two-lane roadway, classified as a Secondary Arterial per the 2022 Mobility Plan and Thoroughfare Map.

The Subject Property is located in a transitional area of the City. The Future Land Use map reflects a Moderate Residential designation along the western portion of the Subject Property which transitions to a Low Residential designation along the eastern portion of the site. The descriptions for the Future Land Use categories are provided below:

> Low Residential:
> This category includes the city's predominantly single-family neighborhoods, with lot sizes ranging from one acre or more in rural fringe areas up to five units per acre gross density throughout many of the city's suburban subdivisions. Dwellings in this land use district are generally one to two stories with private driveways and open space, consisting of privately maintained tree canopy and front, back and side yards. Building and driveway orientation, the locations of private garages, building material, and the presence of sidewalks vary by neighborhood and the era of neighborhood

development. Generally, these types of single-family neighborhoods are developed as distinct subdivisions that are linked by internal circulation systems with limited access to local and connector roads. This category may also include land uses that support residential neighborhoods, such as appropriately scaled commercial at arterial and collector street corners, and appropriately scaled public and quasi-public uses, such as religious and educational institutions.

Moderate Residential:
This category accommodates single-family detached housing on small lots, typical of Denton's more compact, established single-family neighborhoods and low-rise multi-family dwellings and townhomes. This land use applies to areas within the central areas of Denton and transition areas between established single-family neighborhoods and mixed-use or commercial areas that can accommodate greater density, or adjacent to key corridors. Dwellings in this future land use category vary in scale and style and may contain a great deal of diversity by each street and block. Most areas are characterized by rectilinear lots with modest front yards. Most streets are lined by sidewalks, but this is not prevailing throughout. Development is linked by local streets and is most commonly accessed by multiple intersections and points of access. While the land use primarily includes single-family dwellings, multi-family dwellings, and townhomes may be located in this land use as well. While the quality of multi-family dwellings and townhomes currently varies, in the case of future infill development, they should maintain a scale, style, and building orientation in order to complement the prevailing character of its surroundings. This category may also include land uses that support residential neighborhoods, such as neighborhood scaled commercial at arterial and collector street corners, and appropriately scaled public and quasi-public uses, such as religious and educational institutions.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

December 18, 2012	City Council	Non-Annexation Agreement	Approved through 2020

OPTIONS
No action is required for the first reading of the annexation ordinance.

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Future Land Use Map
Exhibit 4 - Current Zoning Map
Exhibit 5 - Draft Annexation Ordinance
Exhibit 6 - Presentation

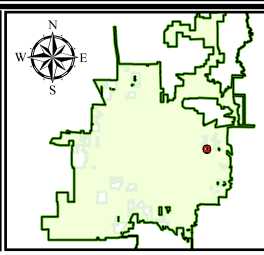
Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Angie Manglaris, AICP
Assistant Planning Director

A26-0001
Aerial Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



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CITY OF DENTON
Development Services · GIS
Date: 5/6/2026

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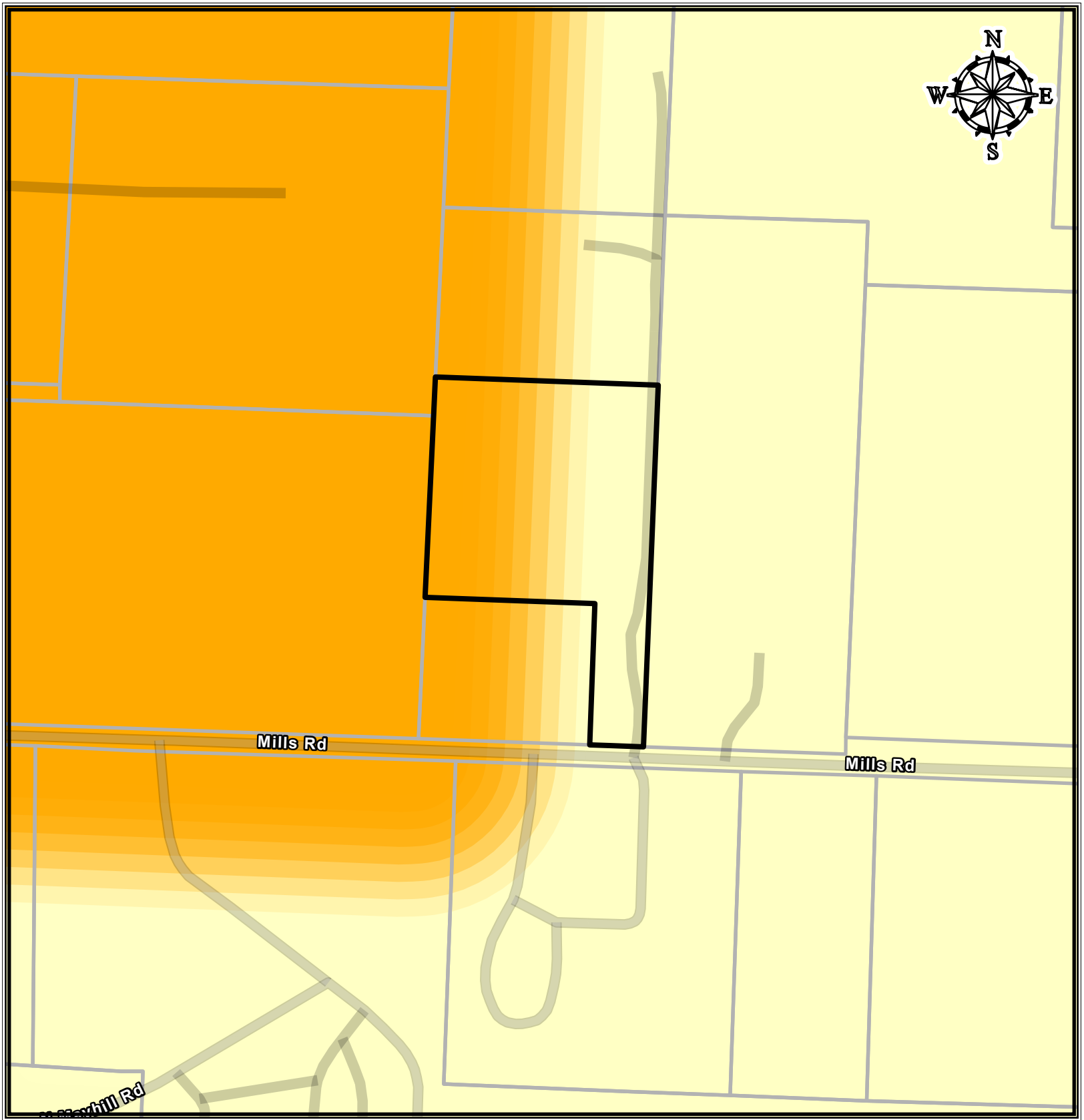
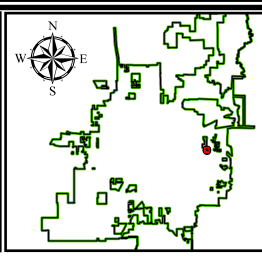
A26-0001
Future Land Use Map



Future Land Use 2040

- Agriculture
- Rural Areas
- Low Residential
- Moderate Residential
- Master Planned Community
- Downtown Denton
- Regional Mixed Use
- Community Mixed Use
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- Business Center
- Light Industrial
- Industrial Commerce
- Government / Institutional
- Parks / Open Space
- Site Location



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CITY OF DENTON
Development Services · GIS
Date: 4/28/2026

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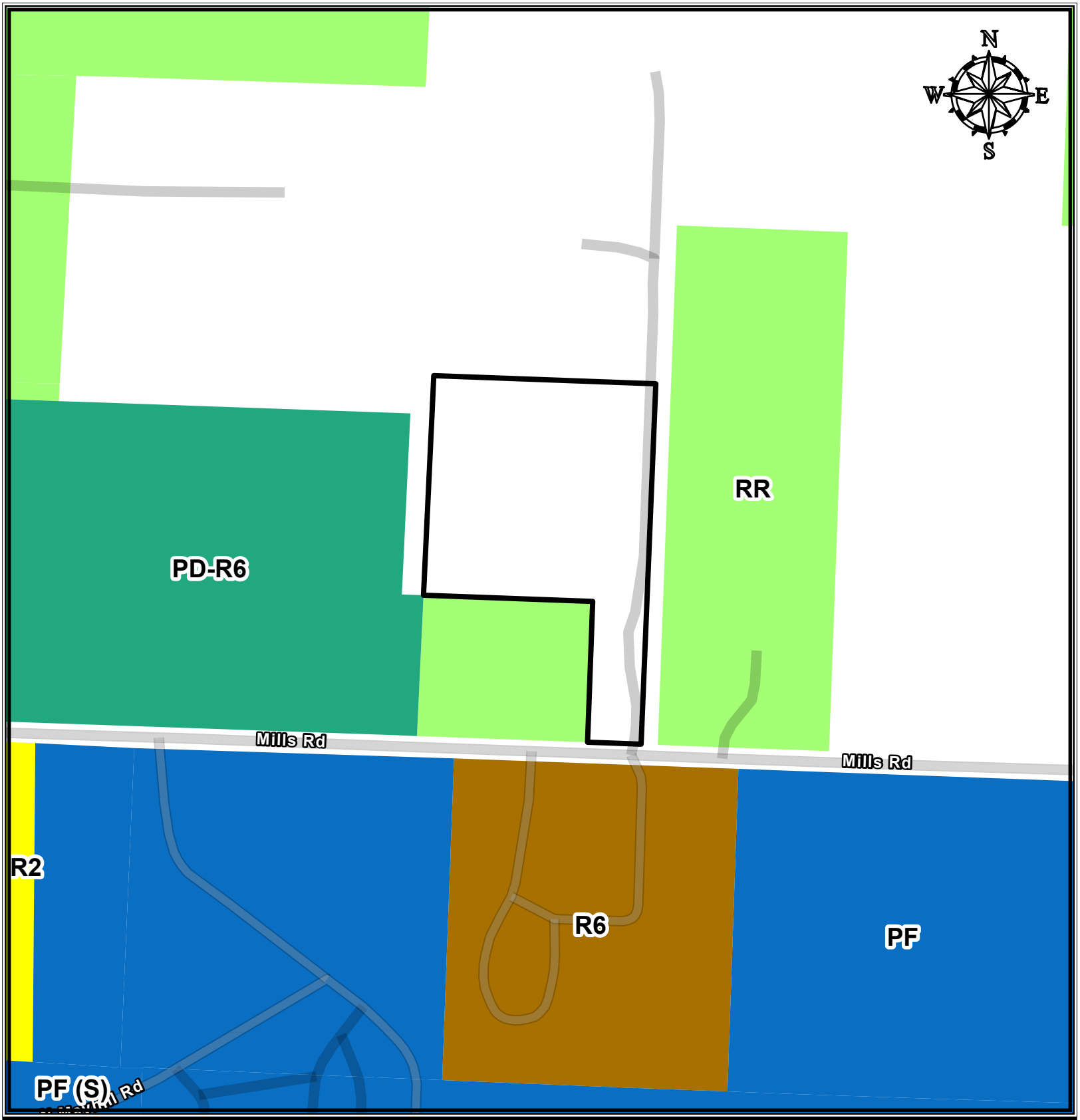
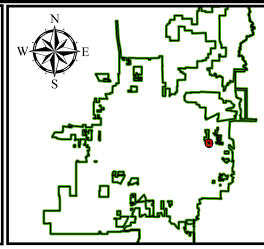
A26-0001
Current Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY



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CITY OF DENTON
Development Services · GIS
Date: 4/28/2026

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS ANNEXING APPROXIMATELY 2.94 ACRES OF LAND, GENERALLY LOCATED 1,671 FEET EAST OF MAYHILL ROAD, NORTH OF MILLS ROAD, INTO THE CITY OF DENTON, DENTON COUNTY, TEXAS; PROVIDING FOR A CORRECTION TO THE CITY MAP TO INCLUDE THE ANNEXED LAND; AND PROVIDING FOR A SAVINGS CLAUSE AND AN EFFECTIVE DATE. (A26-0001d)

WHEREAS, pursuant to Subchapter C-3, Chapter 43, Texas Local Government Code, a municipality may annex an area if the property owner requests the annexation; and

WHEREAS, the Owner had a non-annexation agreement, ordinance 2012-363, which expired on August 1, 2020 and said non-annexation agreement provides that upon expiration of the agreement, the Property will be annexed; and

WHEREAS, pursuant to Council direction, City corresponded with the Owner on multiple occasions, including April 23, 2024, June 13, 2024, and April 13, 2026, to offer a new annexation agreement, but the Owner has not responded; and

WHEREAS, Owner has not responded to Staff's contact attempts; and as a result, Staff are proceeding with the Annexation Case no. A26-0001d ("Annexation Case") under consent annexation processes authorized by Texas Local Government Code ("TLGC") Sec. 43.0671 et seq; and

WHEREAS, the City of Denton and Owner have entered into a written Municipal Services Agreement for the provision of full municipal services to the Property to be annexed, in accordance with Tex. Loc. Gov't. Code Sec. 43.0672, and said agreement was approved by the City Council on November 18, 2025; and

WHEREAS, on May 19, 2026, the City Council held a public hearing to provide persons interested in the annexation the opportunity to be heard and to adopt an ordinance annexing the area, pursuant to Sec. 43.0673 of the Tex. Loc. Gov't. Code; and

WHEREAS, annexation proceedings were instituted for the Property upon the **first reading** of the ordinance at the City Council meeting on May 19, 2026; and

WHEREAS, this ordinance has been published in full one time in the official newspaper of the City of Denton after annexation proceedings were instituted, and 30 days prior to City Council taking final action, as required by Sec. 1.03 of the City Charter; and

WHEREAS, a **second reading** of the ordinance was conducted and final action on the annexation was taken at the City Council meeting on July 14, 2026; and

WHEREAS, the Denton City Council hereby deems it to be in the best interests of the citizens of the City of Denton to approve the annexation of the Property; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The real property described in **Exhibit A** and depicted on **Exhibit B**, attached hereto and incorporated herein by reference, is annexed into the City of Denton, Texas.

SECTION 3. A service agreement approved by Ordinance No. _____, is attached as **Exhibit C** and made a part hereof for all intents and purposes.

SECTION 4. The newly annexed property shall be included within the corporate limits of the City of Denton, Texas, thereby extending the City's corporate limits and granting to all inhabitants of the newly annexed property all of the rights and privileges of other citizens and bringing the inhabitants to all of the ordinances, resolutions, acts, and regulations of the City. A copy of this Ordinance shall be filed in the real property records of the Denton County Clerk and within the Denton County Appraisal District.

SECTION 5. The City Manager is hereby authorized and directed to immediately correct the map of the City of Denton by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance, and the ETJ resulting from such boundary extensions.

SECTION 6. Should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall be affected thereby.

SECTION 7. This ordinance shall be effective immediately upon its passage.

AND IT IS SO ORDERED

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:_____

EXHIBIT A
LEGAL DESCRIPTION

Being a 3.940 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated August 17, 1998 from Coy Rollins and wife, Charlie May Rollins, to Coy Mark Rollins and Carolyn J. Morrissey, filed for record on September 3, 1998, and recorded in Volume 4168, Page 1828, of the Real Property Records of Denton County, Texas, SAVE and EXCEPT:

A 1.000 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated April 29, 1996 from Coy Lee Rollins and wife, Charlie Mae Rollins, to Coy Mark Rollins and Carolyn J. Morrissey, filed for record on May 7, 1996, and recorded in Clerk's File Number 96-R0031263, of the Real Property Records of Denton County, Texas.

Leaving 2.940 acres of land, more or less, that is commonly known as DCAD Property ID 206236.

EXHIBIT B
LOCATION MAP

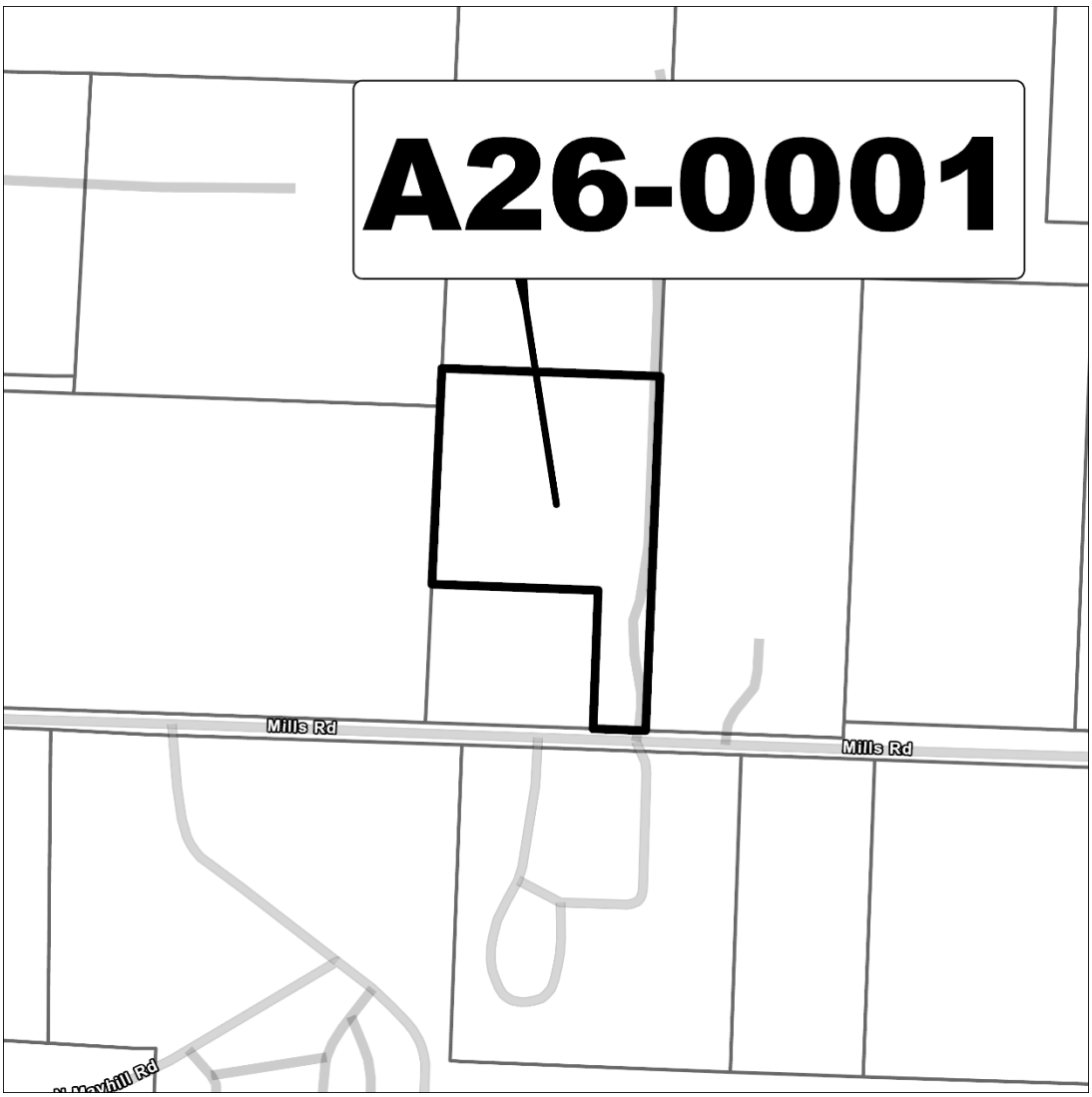

EXHIBIT C
MUNICIPAL SERVICES AGREEMENT

A26-0001c
Rollins Annexation
First Reading

Angie Manglaris, AICP

Assistant Planning Director

May 19, 2026

CITY OF DENTON

Request

- Conduct the **first** of two readings of an ordinance of the City of Denton to annex approximately 2.94 acres of land

- Located on the north side of Mills Road, approximately 1,671 feet east of Mayhill Road.



Background

- Property owner had a non-annexation agreement that expired in August of 2020
- A new non-annexation agreement has not been signed
- Development includes an existing structure on site.



Annexation Schedule

- **May 19, 2026**
  - Municipal Services Agreement – Action Required
  - Adoption of a Service Plan – Action Required
  - Public Hearing – No Action
  - First Reading of the Annexation Ordinance – No Action

- **May 23, 2026**
  - Publication of Annexation Ordinance

- **July 14, 2026**
  - Second Reading and Adoption of the Annexation Ordinance – Action Required

Ordinance Caption

AN ORDINANCE OF THE CITY OF DENTON, TEXAS ANNEXING APPROXIMATELY 2.940 ACRES OF LAND, GENERALLY LOCATED 1,671 FEET EAST OF MAYHILL ROAD, NORTH OF MILLS ROAD, INTO THE CITY OF DENTON, DENTON COUNTY, TEXAS; PROVIDING FOR A CORRECTION TO THE CITY MAP TO INCLUDE THE ANNEXED LAND; AND PROVIDING FOR A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

QUESTIONS?

Angie Manglaris, AICP
Assistant Planning Director
Development Services

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Construction Manager at Risk contract with Steele & Freeman, Inc., for construction phase services of the Linda McNatt Animal Care and Adoption Center Project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8558 – awarded to Steele & Freeman, Inc., including the Guaranteed Maximum Price in the not to-exceed amount of $17,546,956.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Support Healthy and Safe Communities

INFORMATION/BACKGROUND

The Linda McNatt Animal Care & Adoption Center opened in 2015 as an 18,000-square-foot facility featuring areas for adoptable dogs and cats, an on-site veterinarian's office, training space, and outdoor socialization and play areas for the animals. This project includes the construction of expanding the current facility, reconfiguring to enhance functionality, and HVAC system upgrades. To deliver the work efficiently, the City is using a Construction Manager at Risk (CMAR) approach, with construction allocated into a single Guaranteed Maximum Price No. 1 (GMP #1) bid package.

On Tuesday, November 7, 2023, City of Denton voters approved Proposition D of the 2023 Bond. Proposition D allocates funding for designing, constructing, purchasing, renovating, improving, updating, enlarging, and demolishing at the Linda McNatt Animal Care and Adoption Center. The renovation will create additional space for animals, improve functionality, increase housing areas, promote shelter disease prevention, and increase the quality of customer experience and quality of life for the animals and staff.

Steele & Freeman serves as the CMAR and will manage subcontractors, maintain the project schedule, and deliver all bid package work categories throughout construction. During the preconstruction phase, Steele & Freeman developed a cost model and competitively bid the work based on the design documents to prepare the GMP #1 proposal. Within the GMP deliverable, Steele & Freeman also provided a construction management plan, a quality control plan, and a proposed sequencing schedule for the project. These items are a product of the collaboration of the City, CMAR, and the design engineer.

The City selected Steele & Freeman through a one-step CMAR procurement process and awarded a preconstruction services agreement in the amount of $20,000.

The Linda McNatt Animal Care and Adoption Center Expansion project has a total estimated cost of $17,546,956. This estimate includes a lump sum GMP of $17,035,880 and an owner's contingency of $511,076. The owner contingency allowance is for the sole use of the City and will be subject to written authorization by the City's Project Manager.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 20, 2024, City Council approved a Construction Manager at Risk CMAR pre-construction phase contract with Steele & Freeman, Inc., in the not-to-exceed amount of $20,000 (Ordinance 24-1618).

RECOMMENDATION

Award a Construction Manager at Risk contract with Steele & Freeman, Inc., for construction phase services of the Linda McNatt Animal Care and Adoption Center Project for the Capital Projects Department, in a not-to-exceed amount of $17,546,956.

PRINCIPAL PLACE OF BUSINESS

Steele & Freeman, Inc.
Fort Worth, TX

ESTIMATED SCHEDULE OF PROJECT

This project will take 18 months and will be started upon approval, with a projected completion date of Q4 2027.

FISCAL INFORMATION

These services will be funded from a combination of the accounts listed below.

2023 Bond - Linda McNatt Animal Shelter	250132475.1360.40100	$13,717,204.00
Linda McNatt Animal Shelter Construction	100490409.1360.40100	$3,318,676.00

Requisition #175184 has been entered into the Purchasing software system in the amount of $17,035,880. The budgeted amount for this item is $17,546,956.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance and Pre-Construction Contract
Exhibit 3: Presentation
Exhibit 3: Ordinance and Construction Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Kristine Stewart, 210-844-3744.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. 24-1618

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION MANAGER AT RISK CONTRACT WITH STEELE & FREEMAN, INC., FOR PRE-CONSTRUCTION SERVICES OF THE LINDA MCNATT – ANIMAL CARE AND ADOPTION CENTER FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8558 – AWARDED TO STEELE & FREEMAN, INC., IN THE NOT-TO-EXCEED AMOUNT OF $20,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for pre-construction services of the Linda McNatt – Animal Care and Adoption Center for the Capital Projects Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

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

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the "Request Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

RFP NUMBER	CONTRACTOR	AMOUNT
8558	Steele & Freeman, Inc.	$20,000.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. 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 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Joe Holland and seconded by Vicki Byrd. This ordinance was passed and approved by the following vote [5 - 0]:

	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:				✓
Jill Jester, At Large Place 6:	✓			

PASSED AND APPROVED this the 20th day of August, 2024.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: Lauren Thoden

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

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Docusign City Council Transmittal Coversheet

RFP	8558
File Name	CMAR for Linda McNatt Animal Shelter Project
Purchasing Contact	Erica Garcia
City Council Target Date	AUGUST 20, 2024
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	24-1618

DS
LH

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CITY OF DENTON, TEXAS

CONSTRUCTION MANAGER AT RISK FOR CMAR LINDA MCNATT ANIMAL SERVICES RENOVATION AND EXPANSION

CONSTRUCTION MANAGER AT RISK
PRECONSTRUCTION PHASE SERVICES

CONTRACT NO. 8558 CMAR FOR LINDA MCNATT ANIMAL SERVICES RENOVATION AND EXPANSION

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EXHIBIT A – PROJECT DESCRIPTION ..... ERROR! BOOKMARK NOT DEFINED.

EXHIBIT B – SUBMITTAL REQUIREMENTS FOR THE GMP .....ERROR! BOOKMARK NOT DEFINED.

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CONSTRUCTION MANAGER AT RISK FOR CMAR FOR LINDA MCNATT ANIMAL SERVICES RENOVATION AND EXPANSION

CONSTRUCTION MANAGER AT RISK DESIGN PHASE SERVICES

PROJECT NO. **240004-1**

CONTRACT NO. **8558**

THIS CONTRACT, made and entered into this by and between City of Denton, Texas, hereinafter designated the "CITY" and. **Steele & Freeman, Inc.**, hereinafter designated the "CONSTRUCTION MANAGER AT RISK" or "CM@Risk ."

RECITALS

A. The City Manager of the City of Denton, Texas, or an appointed designee, is authorized and empowered by provisions of the City Charter to execute contracts for professional services and construction services.
B. The City intends to construct **Linda McNatt Animal Services Expansion Improvements** as described in Exhibit A attached, hereinafter referred to as the "Project".
C. To undertake the design of said Project the City has entered into a contract with. **Quorum Architects, Inc.,** hereinafter referred to as the "Design Professional."
D. The CM@Risk has represented to the City the ability to provide design phase services and to construct the Project.
E. Based on this representation, the City intends to enter into a contract with the CM@Risk for the design phase services identified in this contract. At the end of the design phase, at the City's discretion, the City may enter into a separate construction contract with the CM@Risk for construction phase services.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@Risk as follows:

ARTICLE 1 – TERMS AND DEFINITIONS

Addenda - Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

Agreement (also known as the Contract) – This written document signed by the City and CM@Risk covering the Design Phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract. Notwithstanding the above, the Construction Phase Agreement is not made a part of this Contract.

Alternate Systems Evaluations – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce both first cost and operational costs while still delivering a quality and functional Project that meets City requirements.

Application for Payment – See definition for Payment Request.

Architect —The qualified, licensed person, firm or corporation who furnishes architectural services required for the Project.

Change Order (Amendment) - A written instrument issued after execution of the Contract Documents signed by the City and CM@Risk, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount (if any); the extent of the adjustment to the Contract Time (if any); and/or modifications of other contract terms.

City (Owner) - The City of Denton, a municipal corporation, with whom CM@Risk has entered into this Contract and for whom the services are to be provided pursuant to said Contract. Regulatory activities handled by the City of Denton Development Services, Fire, Engineering, Facilities, Municipal Electric and Planning Departments or any other City department are not subject to the responsibilities of the City under this Agreement.

City's Designated Project Manager – The City of Denton representative who is designated as project manager for the Project.

Contract - Refers to this Agreement when used elsewhere in the Contract Documents.

Contract Documents - Refers to, without limitation, this Agreement, the Drawings and Specifications, Proposal Requests, formal Requests for Information, and other information as so defined elsewhere, or any documents that may be referenced and/or incorporated by reference into this Agreement, the Drawings and Specifications, Proposal Requests, or formal Requests for Information.

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Construction Contract Time(s) - The number of days or the dates, as may be increased or decreased during the course of the Project, related to the construction phase that as stated in Construction Documents applies to achievement of Substantial Completion of the Work.

Construction Documents – The plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements.

Construction Fee – The CM@Risk's administrative costs, home office overhead, and profit, whether at the CM@Risk's principal or branch offices, and other off-site costs.

Construction Manager at Risk (CM@Risk) – The firm, corporation, or other approved legal entity with whom the City has entered into this Contract.

Construction Management Plan – Formal documentation prepared and maintained by the CM@Risk describing the scope, process, sequence and duration of the activities to accomplish the Work within the Contract Time including but not limited to those items set forth in Section 2.2.

Construction Phase Agreement – The proposed Owner-CM@Risk Agreement to be used during construction, as mutually agreed to be modified before its use. It is provided for reference only, and is not made a part of this Contract.

Contingency, Preconstruction – A fund to cover cost growth during the Project before Notice to Proceed for Construction driven by discovery of scope items unknown at the outset of design; requirements of Authorities Having Jurisdiction (AHJs) over the Project; or similar changes during the Design Phase. When used, the amount of the Preconstruction Contingency will be negotiated as a separate line item in each GMP Proposal.

Contingency, Marketplace Risk – A fund to cover the costs of cost escalation, supply chain interruptions, and buyout decisions made for the City's benefit that may experience more marketplace uncertainty during the course of the Project. When used, the amount of the Marketplace Risk Contingency will be negotiated as a separate line item in each GMP Proposal.

Contingency, CM@Risk's – A fund to cover cost growth during the Project used at the discretion of the CM@Risk usually for costs that result from Project circumstances. The amount of the CM@Risk's Contingency will be negotiated as a separate line item in each GMP Proposal.

Contingency, Owner's – A fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City directed changes or unforeseen site conditions. The amount of the Owner's Contingency will be set by the City and will be in addition to the project costs included in the CM@Risk's GMP Proposal.

Contract Amount – The cost for services for this Contract as identified in Article 4.

Contract Documents – means the following items and documents in descending order of precedence executed by the City and the CM@Risk: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

Contract Time(s) – The number of days or the dates stated in this Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Architect's or Engineer's written recommendation of final payment.

Control Estimate – Also referred to as a baseline cost model, an estimate provided by the CM@Risk on the basis of the design provided, typically at a major design deliverable, that serves as the basis for decision making about design progress and design requirements to the next major design deliverable.

Cost of the Work – The direct costs or stipulated rates necessarily incurred by the CM@Risk in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees (if not paid for by City), materials testing, General Conditions Costs, and related items. The Cost of the Work shall not include the CM@Risk's Construction Fee.

Critical Path Schedule – The sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.

Day – Calendar day unless otherwise specifically noted in the Contract Documents.

Deliverables – The work products prepared by the CM@Risk in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by the CM@Risk during the design phase may include but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed MBE/WBE Utilization, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team.

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Design Documents - Design Documents are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design Professional and their consultants under their respective professional services agreements. Design Documents may include, without limitation, the basis of design documents, studies, surveys, models, sketches, Drawings, Specifications, the Project Manual and other similar materials.

Design Professional – The qualified, licensed person, firm or corporation who furnishes design and/or construction administration services required for the Project. The Design Professional may be the Engineer or the Architect for the Project, or other such similar licensed professional or firm.

Drawings (Plans) – Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the CM@Risk during the construction phase and which have been prepared or approved by the Design Professional and the City. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but *"not for construction"*. Shop Drawings are not Drawings as so defined.

Engineer —The qualified, licensed person, firm or corporation who furnishes engineering services required for the Project.

Float - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

General Conditions Costs – Includes but is not limited to the types of costs identified Exhibit Y - General Conditions Costs in the Construction Phase Agreement.

Guaranteed Maximum Price (GMP) – The sum of the maximum Cost of the Work, the CM@Risk's Construction Fee,and CM@Risk Contingency.

GMP Plans and Specifications – The plans and specifications provided pursuant to paragraph 2.6.5 upon which the Guaranteed Maximum Price Proposal is based.

Guaranteed Maximum Price (GMP) Proposal - The offer or proposal of the CM@Risk submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Contract.

Laws and Regulations - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Milestones - A principal event in the performance of the Work that the Contract requires CM@Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

Notice of Intent to Award — The written notice by City to a respondent to the City's solicitation of the Project of City's intent to accept a certain respondent's proposal.

Notice to Proceed (NTP) Letter - A written notice given by City to the CM@Risk fixing the date on which the CM@Risk will start to perform the CM@Risk's obligations under this Contract.

Owner Activities – Activities required by the City staff, City vendors or other resources under the direct or indirect control of the City required for successful completion of the Project.

Payment Request (also known as an Application for Payment) - The form that is accepted by the City and used by the CM@Risk in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents and or the City.

Project - The complete and operational asset needed by the City, of which this Work is a part. The Work to be completed in the execution of this Contract as described in the Recitals above and Exhibit "A" attached is a key component of the Project, and its timely completion is essential to its operation.

Project Budget - The amounted budgeted by the City for the Project, and which contains within it the budget for the Work of this Contract.

Project Schedule - A schedule, prepared and maintained by CM@Risk, describing the sequence and duration of the activities comprising the CM@Risk's plan to accomplish the Work within the Contract Times.

Project Team – Design phase services team consisting of the Design Professional, CM@Risk, City's Project Manager, City's Client Department representatives and other stakeholders who are responsible for making decisions regarding the Project.

Related Parties – For purposes of this Agreement, the term "Related Party" shall mean any party or entity related to or affiliated with the CM@Risk or in which the CM@Risk has direct or indirect ownership or control, including without limitation: (1) a parent,

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subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or officer, director, partner or employee of, the CM@Risk or holds any entity owned by the Construction Manager has any direct or indirect interest in; (3) any party with an excess of ten percent (10%) interest in the CM@Risk in the aggregate; (4) any entity which has the right to control the business or affairs of the CM@Risk; or (5) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the CM@Risk.

Schedule of Values (SOV) – Document specified in the construction phase Contract, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. All contingencies that are to be utilized during the Construction Phase Agreement shall receive a separate line item and shall be tracked throughout the Project. The SOV may or may not be output from the Project Schedule depending on whether the Project Schedule is cost-loaded or not.

Submittals - All drawings, diagrams, schedules, samples, and other materials specifically prepared for the Work by the CM@Risk or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Submittals are not Contract Documents.

Site – The land or premises on which the Project is located.

Specifications - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subconsultant - A person, firm or corporation having a contract with the CM@Risk at any tier to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor - An individual or firm having a direct contract with the CM@Risk or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CM@Risk is responsible. Subcontractors will be selected through the Subcontractor bid process described in paragraph 2.7 of this Contract.

Substantial Completion - When the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) approval by City Fire Marshall and local, state and other authorities having jurisdiction, unless such approval is not granted for reasons beyond CM@Risk's responsibility or control; (ii) all systems in place, functional, and displayed to the City or its representative; (iii) all materials and equipment installed; (iv) all systems reviewed and accepted by the Design Professional and City; (v) draft O&M manuals and record documents reviewed and accepted by the Design Professional and City; (vi) City operation and maintenance training complete and documented, if any; (vii) landscaping and site work; (viii) final cleaning; and (ix) other requirements that are specified in the Construction Contract. These generic conditions of Substantial Completion will be customized in the Owner-CM@R Construction Phase Agreement as mutually agreed to be applicable to the specific scope of the Work in that Contract. Those conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed letter pursuant to that Construction Phase contract.

Supplier – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CM@Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

Work – The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor, services and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

2.1.1 The CM@Risk, to further the interests of the City, will perform the services required by, and in accordance with this Contract, to the satisfaction of the City's Designated Project Manager, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Denton, Texas would exercise at such time, under similar conditions. The CM@Risk will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice. The services being provided under this Contract will not alter any real property owned by the City.

2.1.2 Program Evaluation: As a participating member of the Project Team, the CM@Risk will provide to the City and Design Professional a written evaluation of the Project and Project Budget, with recommendations as to the appropriateness of each.

2.1.3 Project Meetings: The CM@Risk will attend Project Team meetings which may include, but are not limited to, regular Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and

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partnering sessions.

2.1.4 The CM@Risk will provide design phase services described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. The CM@Risk will promptly notify the City in writing whenever the CM@Risk determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

2.1.5 The CM@Risk, when requested by the City, will attend, make presentations, and participate as may be appropriate in public agency and or community meetings, germane to the Project. The CM@Risk will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN

2.2.1 The CM@Risk will prepare a Construction Management Plan (CMP), which shall include the CM@Risk's professional opinions concerning: (a) safety and logistics planning and associated training requirements; (b) Project Milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project; (c) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities; (d) alternate strategies for fast- tracking and/or phasing the construction; (e) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction; (f) permitting strategy; (g) construction quality control; (h) a commissioning program; (i) the cost management plan, control estimates, schedule of values, and basis of the model; (j) information management systems; and, (k) a matrix summarizing each Project Team member's responsibilities and roles.

2.2.2 The CM@Risk may add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Design Professional, or the CM@Risk; (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way; (d) the fast-tracking if any of the construction, or other chosen construction delivery methods; (e) the requisite number of separate bidding documents to be advertised; (f) the status of the procurement of long-lead time equipment (if any) and/or materials; and (g) funding issues identified by the City.

2.3 PROJECT SCHEDULE

2.3.1 The fundamental purpose of the "Project Schedule" is to identify, plan, coordinate, and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CM@Risk will, however, develop and maintain the "Project Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Schedule will be consistent with the most recent revised/updated CMP. The Project Schedule will use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the City. The CM@Risk will use scheduling software to develop the Project Schedule that is acceptable to the City. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule will indicate milestone dates for the phases once determined.

2.3.2. The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

2.3.2.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

2.3.2.2 The CPM diagram schedule shall indicate all relationships between activities, with no constraints (only schedule logic) driving dates and the Critical Path.

2.3.2.3 The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. Further, activities shall be included for, without limitation, any and all City franchised or private utilities required to be temporarily or permanently demolished, relocated or installed; design, procurement, furnishing and installing of equipment, information technology systems, security systems, furnishings, and other City improvements (whether installed by the CM@Risk or the City) required for the Work to be completely functional as intended. These Owner Activities will be shown in the schedule with the appropriate precursor and successor activities necessary for monitoring and evaluating the progress of the Owner Activities

2.3.2.4 The CPM diagram schedule shall be based upon activities which would coincide with the schedule of values, but the Project

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Schedule is not required to be cost-loaded.

2.3.2.5 The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.

2.3.2.6 The schedule shall show Milestones, including Milestones for all City-furnished information, utilities and improvements when those Milestones are interrelated with the CM@Risk activities.

2.3.2.7 The schedule shall include a critical path activity that reflects anticipated weather delays during the performance of the contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other approved source.

2.3.3 The Project Schedule shall consider the City's and the other stakeholders' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

2.3.4 Float time shall be as prescribed below:

2.3.4.1 The total Float within the overall schedule, is not for the exclusive use of either the City or the CM@Risk, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.

2.3.4.2 The CM@Risk shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date.

2.3.4.3 Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in savings of time to the CM@Risk, etc.). In such an event, the CM@Risk shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

2.3.5 The Project Schedule will be updated and maintained by the CM@Risk throughout the design phase such that it will not require major changes at the start of the construction phase to incorporate the CM@Risk's plan for the performance of the construction phase Work. The CM@Risk will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. The CM@Risk will include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

2.3.6 Project Phasing: If phased construction is deemed appropriate and the City and Design Professional approve, the CM@Risk will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The CM@Risk will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

2.4.1 The CM@Risk will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals and/or the Project Schedule.

2.4.2 The CM@Risk will recommend, in conjunction with the Project Team, those additional observations and testing of existing improvements; as well as environmental, surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the CM@Risk to construct the Project. Before initiating construction operations, the CM@Risk may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the existing improvements and site condition information and data made available with the Construction Documents.

2.4.3 The CM@Risk will meet with the Project Team as required to review designs during their development. The CM@Risk will familiarize itself with the evolving documents through the various design phases. The CM@Risk will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The CM@Risk will furthermore maintain a project decision and trend log as design develops and advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as concerns that exist with respect to coordination of the Drawings and Specifications. The CM@Risk will recommend cost effective alternatives.

2.4.4 The CM@Risk will routinely conduct constructability and biddability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and

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inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.

2.4.4.1 Constructability Reviews: The CM@Risk will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) module/preassembly design are prepared to facilitate fabrication, transport and installation; (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions; (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable; and (g) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown, and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues.

2.4.4.2 Biddability Reviews: The CM@Risk will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations; (c) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.

2.4.4.3 The results of the reviews will be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications, and other documents. If requested by the City, the CM@Risk will meet with the City and Design Professional to discuss any findings and review reports.

2.4.4.4 The CM@Risk's reviews will be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not the CM@Risk.

2.4.5 Notification of Variance or Deficiency: It is the CM@Risk's responsibility to assist the Design Professional in ascertaining that, in the CM@Risk's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it will promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.

2.4.6 Alternate Systems Evaluations: The Project Team will routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project construction costs and operational costs, while still delivering a quality and functional product. If the Project Team agrees, the CM@Risk in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The CM@Risk will include the cost of the alternatives into the cost estimate and any GMP Proposals.

2.4.6.1 For major Alternative System Evaluations, the CM@Risk is encouraged to provide (1) a detailed description of the difference between the requirements of the current design and the proposed changes, and comparative advantages and disadvantages of each; (2) the impact of the proposal upon construction plus operational costs and the CM@Risk's schedule; (3) a list of the projects to the extent known, where the proposal was previously used in similar circumstances, and the owner's results of that experience; and (4) any other information reasonably necessary to fully evaluate the proposal.

2.4.6.2 One of the City's goals is an energy efficient, sustainable Project, and therefore the CM@Risk shall participate in interactive work sessions when scheduled by the Design Professional for the purpose of identifying the viable, environmentally responsible alternatives for the Work, evaluating the relative merits of each, and assisting the City with selecting the preferred alternative(s) to be incorporated into the Project.

2.5 COST ESTIMATES

2.5.1 CM@Risk will work with the Design Professional to provide an initial, baseline cost model/estimate for the project within forty-five (45) Days after NTP. Unless otherwise agreed by both parties, within fourteen (14) Days after receipt of the documents for the various phases of design/milestones shown in the most current Project Schedule, the CM@Risk shall provide a complete and detailed cost estimate and a written review of the documents. Each cost estimate should include all cost categories necessary for delivery of a fully functional Project except items agreed to be furnished and installed by the City, and the Owner's Contingency included in the GMP Proposal identified in Exhibit "B" attached. This estimate will be referred to as the Control Estimate. In addition, each Control Estimate shall include the following:

2.5.1.1 A list of all documents used in preparation of the Control Estimate, identified by title, date and originator;

2.5.1.2 A list of the clarifications and assumptions made by the CM@Risk in the preparation of the Control Estimate, including assumptions made, to supplement the information provided by Design Professional and contained in the Drawings and Specifications;

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2.5.1.3 A summary of the estimated Cost of the Work organized by trade categories or systems (as mutually agreed in advance);

2.5.1.4 A summary report showing variances of the current summary line item totals from those in the previous Control Estimate (if any);

2.5.1.5 A detailed estimate of the Cost of the Work in the same format as the previous Control Estimate (if any); and

2.5.1.6 A detailed report showing variances of quantities, unit costs and line item totals from the previous Control Estimate (if any).

2.5.2 The Design Professional and CM@Risk shall reconcile any disagreements on the estimate to arrive at an agreed Control Estimate for that phase of design. If no consensus is reached, the City will make the final determination. If any Control Estimate submitted to the City exceeds previously accepted Control Estimate, or the City's then current Project Budget, the CM@Risk shall make appropriate recommendations of methods and materials to the City and Design Professional that it can demonstrate will bring the project back in line with the Project Budget.

2.5.3 In between Control Estimates, the CM@Risk shall periodically provide a cost tracking report which identifies, by line item, the order of magnitude of cost impact(s) due to, without limitation, design development, value engineering, scope changes, or changes in the marketplace. It shall be the responsibility of the CM@Risk to keep the City and Design Professional informed as to the trend changes in costs relative to the most recently approved Control Estimate and the City's budget.

2.5.4 If requested by the City, the CM@Risk shall prepare a preliminary "cash flow" projection based upon the latest Control Estimate and the most current CM@Risk's schedule to assist the City in the financing process.

2.6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

2.6.1 GMP Proposal Format and Timing

2.6.1.1 The proposed GMP for the entire Work (or portions thereof) will be presented in a format acceptable to the City (see Exhibit "B" attached). CM@Risk must verify with the City the current Exhibit B requirements and procedures when entering into these services.

2.6.1.2 The City may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by the CM@Risk will be based on and consistent with the most current Control Estimate and cost tracking report at the time of the request, and include updated information for any new clarifications or new assumptions upon which the GMP Proposal(s) are based.

2.6.2 Guaranteed Maximum Price is comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below.

2.6.2.1 Any costs which comprise the Cost of Work, which are also set forth in the Exhibit "Y" – General Conditions Costs, shall not exceed the total amount shown in aggregate therein for such expenditures. However, any single line item in General Conditions, with the sole exceptions of those included in "Weather Protection" and "Travel and Subsistence", may be exceeded if offset by the aggregate of corresponding or greater underages at other line items, and the total cost for General Conditions is not exceeded.

2.6.2.2 The Construction Fee is 4.0 % of the Cost of the Work.

2.6.2.3 CM@Risk's Contingency is an amount the CM@Risk may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. CM@Risk's Contingency is assumed to be a direct project cost so will receive all markups at the time of GMP submission. Under no circumstance is the CM@Risk's Construction Contingency to be used by the Owner for increases in the scope, quality or quantity of the Work; nor by the CM@Risk for correcting nonconforming Work; Work items discovered during the Construction Phase not to be coordinated among the Subcontractor's scope of work due to an oversight of the CM@Risk; or similar CM@Risk's errors or omissions.

2.6.2.4 Taxes, if applicable, are deemed to include all sales, use, consumer, and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are included as a Cost of the Work.

2.6.3 Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's Contingency will be added to the GMP amount provided by the CM@Risk, the sum of which will be the full contract price for construction. Markups for Construction Fee and taxes will be applied by the CM@Risk at the time that Owner's Contingency is used.

2.6.4 GMPs are cumulative including CM@Risk Contingency. The amount of CM@Risk Contingency for each GMP amendment will be negotiated separately and shall reflect the CM@Risk's risk from that point in the project forward.

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2.6.5 The CM@Risk will prepare its GMP in accordance with the City's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. The CM@Risk shall provide a list of drawings and specifications upon which its proposed GMP is based. These documents will be identified as the GMP Plans and Specifications.

2.6.6 An updated/revised Project Schedule will be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Schedule updates/revisions will continue to comply with the requirements of paragraph 2.3.

2.6.7 GMP savings resulting from a lower actual project cost than anticipated by the CM@Risk remaining at the end of the project will revert to City.

2.6.7.1 GMP Proposal(s) Review and Approval

2.6.7.2 The CM@Risk will meet with the City and Design Professional to review the GMP Proposal(s) and the written statement of its basis. As part of the statement of basis, the CM@Risk shall identify and justify any costs that are significantly different than the latest cost estimate provided by the CM@Risk. In the event the City or Design Professional discovers inconsistencies or inaccuracies in the information presented, the CM@Risk will make adjustments as necessary to the GMP Proposal, its basis or both.

2.6.7.3 The City upon receipt of any GMP proposal from the CM@Risk, may submit the GMP Plans and Specifications to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposals.

2.6.7.4 If the CM@Risk GMP Proposal is greater than the independent third party or Design Professional's estimate, the City may require the CM@Risk to reconfirm its GMP Proposal. The CM@Risk will accept the independent third party's or Design Professional's estimate for the Cost of Work as part of his GMP or present a report within seven days of a written request to the City identifying, explaining, and substantiating the differences. The CM@Risk may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by the City. At that time, the City may do one of the following.

(a) Accept the CM@Risk original or revised GMP Proposal, if within the City's budget, without comment.

(b) Accept the CM@Risk original or revised GMP Proposal that exceeds the City's budget and indicate in writing to the CM@Risk that the Project Budget has been increased to fund the differences.

(c) Reject the CM@Risk's original or revised GMP Proposal because it exceeds the City's budget, and/or the independent third parties or Design Professional's estimate, in which event, the City may terminate this Contract and/or elect to not enter into a separate contract with the CM@Risk for the construction phase associated with the scope of Work reflected in the GMP Proposal.

2.6.7.5 If during the review and negotiation of GMP Proposals design changes are required, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the CM@Risk. The CM@Risk will promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

2.7 MAJOR SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

2.7.1 The selection of major Subcontractors and major Suppliers may occur prior to submission of a GMP Proposal. Major Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors shall not be selected based on price alone. Except as noted below, the selection of major Subcontractors/Suppliers is the responsibility of the CM@Risk. In any case, the CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers.

2.7.1.1 The CM@Risk will prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval. This subcontractor selection plan shall identify those subcontractor trades anticipated to be pre-qualified by qualifications and competitive bid in accordance with Section 2.7.2 and subcontractor trades will not be pre-qualified through a formalized qualifications-based selection process (competitively bid only). The subcontractor selection plan must be consistent with the selection requirements included in this Contract and the provisions of Chapter 2269 of the Texas Government Code.

2.7.2 Selection by qualifications and competitive bid - The CM@Risk shall apply the subcontractor selection plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its process to prequalify prospective subcontractors and suppliers. All Work for major Subconsultants and major Suppliers shall then be competitively bid to the prequalified Subcontractors. Competitive bids may occur prior to or after the GMP Proposal(s).

2.7.2.1 The CM@Risk will develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by the City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, the CM@Risk may request approval by the City to submit less than three names. Without

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prior written notice to the City, no change in the recommended Subcontractors/Suppliers will be allowed.

2.7.2.2 If the City objects to any nominated Subcontractor/Supplier or to any recommended self-performed Work bidding opportunities for good reason, the CM@Risk will nominate a substitute Subcontractor/Supplier that is acceptable to the City.

2.7.2.3 The CM@Risk will advertise and distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers.

2.7.2.4 If the CM@Risk or a Related Party desires to self-perform certain portions of the Work, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The CM@Risk's bid will be due to the City one full business day before the date and time specified for the other subcontractors' bids to be due, and then evaluated in accordance with the process identified below. If events warrant and the City concurs that in order to ensure compliance with the Project Schedule and/or cost, or if a Subcontractor is terminated the CM@Risk may self-perform Work without re-bidding the Work.

2.7.2.5 If after the CM@Risk having followed the stipulations in this Agreement, any of the costs to be reimbursed are contemplated to arise from a transaction between the CM@Risk and a Related Party, the CM@Risk shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the CM@Risk shall procure the Work, equipment, goods, or service, from the Related Party, as a Subcontractor. If the Owner fails to authorize the transaction in writing, the CM@Risk shall procure the Work, equipment, goods, or service from some person or entity other than a Related Party.

2.7.2.6 The CM@Risk shall request the pre-qualified subcontractors to provide a detailed bid for the services requested. The subcontractor bid, provided on the subcontractors' letterhead or the CM@Risk's bid form, shall contain sufficient information (i.e. assumptions, clarifications, exclusions and/or unit costs/amounts) to allow an evaluation of the reasonableness of bid costs. The CM@Risk shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, financial soundness; qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids will be done with the City Representative in attendance to observe and witness the process. The CM@Risk will resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

2.7.2.7 Any portion of the CM@Risk's evaluation of Subcontractor and supplier bids by the CM@Risk may be attended by the Design Professional and City, at their option, and they will be given compete access to all aspects of the process. Such participation by the Design Professional and City, or their receipt of copies of Subcontractors' and suppliers' bids and proposals shall not impose any burden of review or analysis on them or relieve the CM@Risk of its sole responsibility for the CM@Risk's, Subcontractors' and suppliers' performance under this Agreement.

2.7.3 The CM@Risk will be required to prepare two different reports on the subcontracting process.

2.7.3.1 Within fifteen Days after each major Subcontractor/Supplier bid opening process, the CM@Risk will prepare a report for the City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report will provide (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each subagreement, (b) the sum of all recommended Subcontractor/Supplier bids received, (c) a copy of the bids received from each Subcontractor, and (d) trade work and its cost that the CM@Risk intends to self-perform, if any.

2.7.3.2 Upon completion of the Subcontractor/Supplier bidding process, the CM@Risk shall submit a summary report to the City of the entire Subcontractor/Supplier selection process. The report will indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received, and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

2.7.4 The approved Subcontractors/Suppliers will provide a Schedule of Values that reflects their final accepted bid proposal, which will be used to create the overall Project Schedule of Values.

2.7.5 If after receipt of sub-bids or after award of Subcontractors and Suppliers, the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CM@Risk will nominate a substitute Subcontractor or Supplier, preferably, if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by the City, the CM@Risk's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

2.7.6 Promptly after receipt of the Notice of Intent to Award, the City will conduct a pre-award conference with the CM@Risk and other Project Team members. At the pre-award conference, the CM@Risk will (a) review the nominated slate of Subcontractors and Suppliers and discuss any concerns with or objections that the City has to any nominated Subcontractor or Supplier; (b) discuss City concerns relating to any proposed self- performed Work; (c) review the CM@Risk's proposed Contract Price for the Work during the construction phase; (d) discuss the conditions, if any, under which the City will agree to leave any portion of the remaining

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CM@Risk Contingency within the Contract Price for the construction phase Work; (e) resolve possible time frames for the Date of commencement of the Contract Time for the construction phase Work; (f) schedule the pre-construction conference; and (g) discuss other matters of importance.

ARTICLE 3 – PERIOD OF SERVICES

3.1 The design phase services described in this Contract will be performed by CM@Risk in accordance with the most current update/revised Project Schedule. Failure on the part of the CM@Risk to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by the City.

3.1.1 Upon failure to adhere to the approved schedule, City may provide written notice to CM@Risk that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CM@Risk's receipt of such notice.

3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the City, then said obligation will be due and owing, and said time period will expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Denton time) on the day of performance.

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

4.1.1 Based on the design phase services fee proposal submitted by the CM@Risk and accepted by the City (which by reference is made a part of this Contract); the City will pay the CM@Risk a lump sum fee in the amount of $20,000.

Total Contract Amount, not to exceed, **$20,000**

4.2 PAYMENTS

4.2.1 Requests for monthly payments by the CM@Risk for design phase services will be submitted in a form acceptable to the City and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month.

4.2.2 The CM@Risk will pay all sums due Subconsultants for services and reimbursable expenses within 10 calendar days after the CM@Risk has received payment for those services from the City. In no event will the City pay more than 95 percent of the Contract Amount until final acceptance of all design phase services, and award of the final approved GMP for the entire Project by City Council.

4.2.3 **THE CM@RISK AGREES THAT NO CHARGES OR CLAIMS FOR COSTS OR DAMAGES OF ANY TYPE WILL BE MADE BY IT FOR ANY DELAYS OR HINDRANCES BEYOND THE REASONABLE CONTROL OF THE CITY DURING THE PROGRESS OF ANY PORTION OF THE SERVICES SPECIFIED IN THIS CONTRACT. SUCH DELAYS OR HINDRANCES, IF ANY, WILL BE SOLELY COMPENSATED FOR BY AN EXTENSION OF TIME FOR SUCH REASONABLE PERIOD AS MAY BE MUTUALLY AGREED BETWEEN THE PARTIES. IT IS UNDERSTOOD AND AGREED, HOWEVER, THAT PERMITTING THE CM@RISK TO PROCEED TO COMPLETE ANY SERVICES, IN WHOLE OR IN PART AFTER THE DATE TO WHICH THE TIME OF COMPLETION MAY HAVE BEEN EXTENDED, WILL IN NO WAY ACT AS A WAIVER ON THE PART OF THE CITY OF ANY OF ITS LEGAL RIGHTS HEREIN.**

4.2.4 If any service(s) executed by the CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CM@Risk, the CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

ARTICLE 5 - CITY'S RESPONSIBILITIES

5.1 The City, at no cost to the CM@Risk, will furnish the following information:

5.1.1 One copy of data the City determines pertinent to the work. However, the CM@Risk will be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.

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5.1.3 The name of the City employee or City's representative who will serve as the Project Manager during the term of this Contract. The Project Manager has the authority to administer this Contract and will monitor the CM@Risk's compliance with all terms and conditions stated herein. All requests for information from or decisions by the City on any aspect of the work or Deliverables will be directed to the Project Manager.

5.2 The City additionally will:

5.2.1 Contract separately with one or more design professionals to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional will be provided to the CM@Risk for its information. The CM@Risk will have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and Design Professional.

5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CM@Risk except for those copies whose cost has been reimbursed by the City.

5.2.3 Provide the CM@Risk with adequate information in its possession or control regarding the City's requirements for the Project.

5.2.4 Give prompt written notice to the CM@Risk when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the City may provide written notice to CM@Risk that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CM@Risk's receipt of such notice.

5.2.5 Notify the CM@Risk of changes affecting the budget allocations or schedule.

5.3 The City's Project Manager will have authority to approve the Project Budget and Project Schedule, and render decisions and furnish information the City's Project Manager deems appropriate to the CM@Risk.

ARTICLE 6 – CONTRACT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

6.1.1 City Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, Computer Aided Drafting and Design (CADD) digital files, and other related documents which are prepared specifically in the performance of this Contract (collectively referred to as Project Documents) are to be and remain the property of the City and are to be delivered to the Project Manager before the final payment is made to the CM@Risk. Nonetheless, in the event these Projects Documents are altered, modified or adapted without the written consent of the CM@Risk, which consent the CM@Risk will not unreasonably withhold, the City agrees to hold the CM@Risk harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the City's alteration, modification or adaptation of the Project Documents.

6.1.2 CM@Risk to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the CM@Risk, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CM@Risk, but will remain available for use by the City for this Project under the terms of this Contract.

6.1.3 License to City for Reasonable Use: The CM@Risk hereby grants, and will require its Subconsultants to grant, a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license will also include the making of derivative works. In the event that the derivative works require the City to alter or modify the Project Documents, then paragraph 6.1.1 applies.

6.1.4 Documents to Bear Seal: When applicable and required by state law, the CM@Risk and its Subconsultants will endorse by a Texas professional seal all plans, works, and Deliverables prepared by them for this Contract.

6.2 COMPLETENESS AND ACCURACY OF CM@RISK'S WORK

6.2.1 The CM@Risk will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole own expense correct its work or Deliverables. Any damage incurred by the City as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the CM@Risk to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CM@Risk in Denton, Texas would exercise under similar conditions. The fact that the City has accepted or approved the CM@Risk's work or Deliverables will in no way relieve the CM@Risk of any of its responsibilities under the Contract, nor does this requirement to correct the work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the City. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional.

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6.3 ALTERATION IN CHARACTER OF WORK

6.3.1 In the event an alteration or modification in the character of Work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the Work or Deliverable will nonetheless be performed as directed by the City. However, before any altered or modified Work begins, a Change Order or amendment will be approved and executed by the City and the CM@Risk. Such Change Order or amendment will not be effective until approved by the City.

6.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CM@Risk may accordingly be adjusted by mutual agreement of the contracting parties.

6.3.3 No claim for extra work done or materials furnished by the CM@Risk will be allowed by the City except as provided herein, nor will the CM@Risk do any work or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing. Work or material(s) furnished by the CM@Risk without such prior written authorization will be the CM@Risk's sole jeopardy, cost, and expense, and the CM@Risk hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished will be made.

6.4 DATA CONFIDENTIALITY

6.4.1 As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence, and any other similar documents or information prepared by or obtained by the CM@Risk in the performance of this Contract.

6.4.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CM@Risk in connection with the CM@Risk's performance of this Contract is confidential and proprietary information belonging to the City to the extent allowed by Texas law.

6.4.3 The CM@Risk will not divulge data to any third party without prior written consent of the City. The CM@Risk will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data:

6.4.3.1 Data which was known to the CM@Risk prior to its performance under this Contract unless such data was acquired in connection with work performed for the City.

6.4.3.2 Data which was acquired by the CM@Risk in its performance under this Contract and which was disclosed to the CM@Risk by a third party, who to the best of the CM@Risk's knowledge and belief, had the legal right to make such disclosure and the CM@Risk is not otherwise required to hold such data in confidence; or

6.4.3.3 Data, which is required to be disclosed by the CM@Risk by virtue of law, regulation, or court, including but not limited to the Texas Public Information Act, Texas Government Code Chapter 552.

6.4.4 In the event the CM@Risk is required or requested to disclose data to a third party, or any other information to which the CM@Risk became privy as a result of any other contract with the City, the CM@Risk will first notify the City as set forth in this Article of the request or demand for the data. The CM@Risk will timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.

6.4.5 The CM@Risk, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, will promptly deliver, as set forth in this section, a copy of all data to the City. All data will continue to be subject to the confidentiality agreements of this Contract.

6.4.6 The CM@Risk assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this section are violated by the CM@Risk, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court.

6.5 PROJECT STAFFING

6.5.1 Prior to the start of any work or Deliverable under this Contract, the CM@Risk will submit to the City, an organization chart for the CM@Risk staff and Subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless, otherwise informed, the City hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CM@Risk desires to change such key personnel from performing such services under this Contract, the CM@Risk will submit the qualifications of the proposed substituted personnel to the City for prior approval. Key personnel will include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

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6.5.2 The CM@Risk will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the CM@Risk's staff, the CM@Risk will take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City.

6.6 INDEPENDENT CONTRACTOR

6.6.1 The CM@Risk is and will be an independent contractor and whatever measure of control the City exercises over the work or Deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Contract will give or be construed to give the City the right to direct the CM@Risk as to the details of accomplishing the work or Deliverable. These results will comply with all applicable laws and ordinances.

6.7 SUBCONSULTANTS

6.7.1 Prior to beginning the work or Deliverable, the CM@Risk will furnish the City for approval, the names of all Subconsultants, if any, to be used on this Project. Subsequent changes are subject to the approval of the City.

6.8 TERMINATION

6.8.1 At the time of City Council has authorized all construction phase services for this Project, this Preconstruction Phase Contract shall terminate.

6.8.2 The City and the CM@Risk hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any or all services provided for in this Contract, or abandon any portion of the Project for which services have been performed by the CM@Risk.

6.8.3 In the event the City abandons any or all of the services or any part of the services as herein provided, the City will so notify the CM@Risk in writing, and the CM@Risk will immediately after receiving such notice is to discontinue advancing the Work specified under this Contract and mitigate the expenditure, if any, of costs resulting from such abandonment or termination.

6.8.4 The CM@Risk, upon such termination or abandonment, will promptly deliver to the City all reports, estimates and other work or Deliverable entirely or partially completed, together with all unused materials supplied by the City.

6.8.5 The CM@Risk will appraise the work completed and submit an appraisal to the City for evaluation. The City will have the right to inspect the CM@Risk's work or Deliverable to appraise the work completed.

6.8.6 The CM@Risk will receive compensation in full for services satisfactorily performed to the date of such termination and the reasonable costs and expenses attributable to such termination. The fee will be paid in accordance with Article 4 of this Contract and will be an amount mutually agreed upon by the CM@Risk and the City. If there is no mutual agreement, the final determination will be made in accordance with paragraph 6.9, "Disputes". However, in no event will the fee exceed that set forth in Article 4 or as amended in accordance with paragraph 6.3, "Alteration in Character of Work". The City will make the final payment within sixty Days after the CM@Risk has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.

6.9 DISPUTES

6.9.1 In any unresolved dispute arising out of an interpretation of this Contract or the duties required therein, the final determination at the administrative level will be made by the City Manager or their designee.

6.10 WITHHOLDING PAYMENT

6.10.1 The City reserves the right to withhold funds from the City's progress payments up to the amount equal to the claims the City may have against the CM@Risk, until such time that a settlement on those claims has been reached.

6.11 RECORDS/AUDIT

6.11.1 Records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to this Project, and records of accounts between the City and CM@Risk will be kept on a generally recognized accounting basis and shall be available for up to three years following final completion of the Project. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Contract and any Change Orders. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if, upon audit of the CM@Risk's records, the audit discloses the CM@Risk has provided false, misleading, or inaccurate cost and pricing data.

6.11.2 The CM@Risk will include a provision similar to paragraph 6.11.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify

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the accuracy of cost and pricing data. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if the above provision is not included in Subconsultant, Subcontractor, and Supplier contracts, and one or more of those parties do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

6.12 INDEMNIFICATION

CM@RISK AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DENTON, ITS OFFICERS, AGENTS AND EMPLOYEES, AND ANY JURISDICTION OR AGENCY ISSUING PERMITS FOR ANY WORK INCLUDED IN THE PROJECT, THEIR OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, (HEREINAFTER REFERRED TO AS "INDEMNITEES", FROM ALL SUITS AND CLAIMS, INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION, ACTIONS, LOSS, DAMAGE, EXPENSE, COST OR CLAIMS OF ANY CHARACTER OR ANY NATURE ARISING OUT OF THE WORK DONE IN FULFILLMENT OF THE TERMS OF THE CONTRACT DOCUMENTS OR ON ACCOUNT OF ANY ACT, CLAIM OR AMOUNT ARISING OR RECOVERED UNDER WORKER'S COMPENSATION LAW OR ARISING OUT OF THE FAILURE OF THE CM@RISK, ITS OFFICERS, EMPLOYEES, AGENTS, OR ITS SUBCONTRACTORS OR THE SUBCONTRACTORS' OFFICERS, EMPLOYEES OR AGENTS, TO CONFORM TO ANY STATUTES, ORDINANCES, REGULATION, LAW OR COURT DECREE. IT IS AGREED THAT THE CM@RISK WILL BE RESPONSIBLE FOR PRIMARY LOSS INVESTIGATION, DEFENSE, AND JUDGMENT COSTS WHERE THIS INDEMNIFICATION PROVISION APPLIES. IN CONSIDERATION OF THE AWARD OF THIS CONTRACT, THE CM@RISK AGREES TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FOR LOSSES ARISING FROM THE WORK PERFORMED BY THE CM@RISK, ITS OFFICERS, EMPLOYEES, AGENTS, OR ITS SUBCONTRACTORS OR THE SUBCONTRACTORS' OFFICERS, EMPLOYEES OR AGENTS, OR ITS SUBCONTRACTORS FOR THE CITY. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY.

6.13 NOTICES

6.13.1 Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

To City:	City of Denton Purchasing Manager – File 8558 901B Texas Street Denton, TX 76201
To CM@Risk	Steele & Freeman, Inc. Attn: Michael Freeman 1301 Lawson Road Fort Worth, TX 76131
Copy to: Design Professional (if applicable)	Quorum Architects, Inc. Attn: Kim Hickman 825 W. Vickery Blvd. Ste. 100 Fort Worth, TX 76104

Or to other such place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

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6.14 EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

6.14.1 The CM@Risk will comply with the provisions of this Contract, pertaining to discrimination and accepting applications or hiring employees. The CM@Risk will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice. The CM@Risk will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age or disability. Such action will include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. The CM@Risk further agrees that this clause will be incorporated in all Subcontracts, and Subconsultants and Suppliers contracts associated with the Project and entered into by the CM@Risk.

6.15 COMPLIANCE WITH FEDERAL LAWS

6.15.1 The CM@Risk understands and acknowledges the applicability of the Americans With Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@Risk agrees to comply with these and all laws in performing this Contract and to permit the City to verify such compliance.

6.16 CONFLICT OF INTEREST

6.16.1 To evaluate and avoid potential conflicts of interest, the CM@Risk will provide written notice to the City, as set forth in this section, of any work or services performed by the CM@Risk for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice will be given seven business days prior to commencement of the Project by the CM@Risk for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure will be sent to:

City of Denton
Attn: Purchasing Manager – Contract 8558
Purchasing
901B Texas Street
Denton, TX 76209

6.16.2 Actions considered to be adverse to the City under this Contract include but are not limited to:

(a) Using data as defined in the Contract, acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City.

(b) Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and

(c) Using data to produce income for the CM@Risk or its employees independently of performing the services under this Contract, without the prior written consent of the City.

6.16.3 The CM@Risk represents that except for those persons, entities and projects previously identified in writing to the City, the services to be performed by the CM@Risk under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

6.16.4 The CM@Risk's failure to provide a written notice and disclosure of the information as set forth in this section will constitute a material breach of this Contract.

6.17 CONTRACTOR'S LICENSE

6.17.1 Prior to award of the Contract, the CM@Risk must provide to the City's Project Manager, its Contractor's License Classification and number, if any, and its Federal Tax I.D. number.

6.18 SUCCESSORS AND ASSIGNS

6.18.1 The City and the CM@Risk will each bind itself, and their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Contract. Neither the City nor the CM@Risk will assign, sublet, or transfer its interest in this Contract without the written consent of the other. In no event will any contractual relation be created or be construed to be created as between any third party and the City.

6.19 FORCE MAJEURE

6.19 The City of Denton, the CM@Risk, and any Subcontractors shall not be responsible for performance under this Contract

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should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton, the CM@Risk, and any Subcontractors. In the event of an occurrence under this Section, the City of Denton, the CM@Risk, and any Subcontractors will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the City of Denton, the CM@Risk, and any Subcontractors continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CM@Risk and any Subcontractors shall immediately notify the City of Denton Project Manager by telephone (such telephone notice to be confirmed in writing within two (2) calendar days of the inception of such occurrence). A detailed report describing at a reasonable level of detail the circumstances causing the non-performance or delay in performance shall follow not later than five (5) calendar days from the first telephone notice to the City.

6.20 COVENANT AGAINST CONTINGENT FEES

6.20.1 The CM@Risk warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Denton has any interest, financially, or otherwise, in the firm. The City of Denton will in the event of the breach or violation of this warranty, have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Amount or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

6.21 NON-WAIVER PROVISION

6.21.1 The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof will not be construed to be a waiver of such provisions, nor will it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.22 JURISDICTION

6.22.1 This Contract will be deemed to be made under and will be construed in accordance with and governed by the laws of the State of Texas, without regard to the conflicts or choice of law provisions thereof. Under the provisions of Chapter 272 of the Texas Local Government Code, the City has waived its immunity by entering into this Contract. However, the City's sovereign immunity is waived only to the extent set forth by statute. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto will be brought and tried in the State District Courts located in Denton County, Texas, and for this purpose, each party hereby expressly and irrevocably consents to the sole and exclusive jurisdiction and venue of such Court.

6.23 SURVIVAL

6.23.1 All warranties, representations, and indemnifications by the CM@Risk will survive the completion or termination of this Contract.

6.24 MODIFICATION

6.24.1 No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Contract, except as expressly provided herein to the contrary.

6.25 SEVERABILITY

6.25.1 If any provision of this Contract or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

6.26 INTEGRATION

6.26.1 This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.27 TIME IS OF THE ESSENCE

6.27.1 Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

6.28 THIRD PARTY BENEFICIARY

6.28.1 This Contract will not be construed to give any rights or benefits in the Contract to anyone other than the City and the CM@Risk. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City and the CM@Risk and not for the benefit of anyother party.

6.29 COOPERATION AND FURTHER DOCUMENTATION

6.29.1 The CM@Risk agrees to provide the City such other duly executed documents as may be reasonably requested by the

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City to implement the intent of this Contract.

6.30 CONFLICT IN LANGUAGE

6.30.1 All work or Deliverables performed will conform to all applicable City of Denton codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract will prevail.

6.31 CITY'S RIGHT OF CANCELLATION

6.31.1 All parties hereto acknowledge that this Contract is subject to cancellation by the City of Denton pursuant to the provisions of Texas Local Government Code Chapters 252 and 272, Texas Government Code Chapter 2269, and the general laws of the State of Texas.

6.32 CONFIDENTIALITY OF PLANS & SPECIFICATIONS

6.32.1 Any plans or specifications received by the CM@Risk regarding this project are for official use only. The CM@Risk may not share them with others except as required to fulfill contract obligations with the City of Denton.

6.32.2 Any plans the CM@Risk generates must include the following statement in the Title Block on every page: "These plans are for Official use only and may not be shared with others except as required to fulfill the obligations of CM@Risk's contract with the City of Denton. This document must be kept secure at all times."

6.33 **Immigration Nationality Act.** CM@Risk shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, CM@Risk shall provide City with copies of all I-9 forms and supporting eligibility documentation for each CM@Risk employee who performs work under this Agreement. CM@Risk shall adhere to all federal and state laws as well as establish appropriate procedures and controls so that no services will be performed by any CM@Risk employee who is not legally eligible to perform such services. **CM@RISK SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CM@Risk's EMPLOYEES.** City, upon written notice to CM@Risk, shall have the right to immediately terminate this Agreement for violations of this provision by CM@Risk.

6.34 **Prohibition on Contracts with Companies Boycotting Israel.** CM@Risk 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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (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.

6.35 **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**. CM@Risk 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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (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.

6.36 **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations.** CM@Risk 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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (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.

6.37 **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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk, 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***

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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.

6.38 **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies. T**he 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 7 – INSURANCE REQUIREMENTS

The CM@Risk, Subcontractors and Subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CM@Risk, its agents, representatives, employees, or Subconsultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the CM@Risk from liabilities that might arise out of the performance of the work under this Contract by the CM@Risk, his agents, representative, employees, or Subconsultants. CM@Risk is free to purchase such additional insurance as may be determined necessary.

7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

7.1.1 CM@Risk will provide coverage at least as broad and with limits of liability not less than those stated below.

7.1.1.1 Commercial General Liability-Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$1,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: “The City of Denton shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk”. Policy shall contain waiver of subrogation against the City of Denton.

7.1.1.2 Automobile Liability
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: “The City of Denton shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk”, including automobiles owned, leased or hired or borrowed by the CM@Risk”.

7.1.1.3 Workers Compensation and Employers Liability

Workers Compensation	Statutory
Employers Liability	
Each Accident	$ 100,000
Disease – Each Employee	$ 100,000
Disease – Policy Limit	$ 500,000

(a) Policy shall contain waiver of subrogation against the City of Denton.

7.2 ADDITIONAL INSURANCE REQUIREMENTS

7.2.1 The policies shall include, or be endorsed to include, the following provisions.

7.2.2 On insurance policies where the City of Denton is named as additional insured, the City of Denton shall be an additional insured to the full limits of liability purchased by the CM@Risk even if those limits of liability are in excess of those required

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by this Contract.

7.2.3 The CM@Risk's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

7.2.4 Coverage provided by the CM@Risk shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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

7.3 SUBCONSULTANT INSURANCE

7.3.1 CM@Risk's certificate(s) shall include all subcontractors as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the CM@Risk, however, subconsultants limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate.

7.4 NOTICE OF CANCELLATION

7.4.1 Each insurance policy required by the insurance provisions of this Contract will provide the required coverage and not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent by certified mail, return receipt requested and sent directly to the City's Purchasing Manager at:

City of Denton
Attn: Purchasing Manager – Contract 8558
Purchasing
901B Texas Street
Denton, TX 76209

7.5 ACCEPTABILITY OF INSURERS

7.5.1 Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Texas, and with an "A.M. Best" rating of not less than A-. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the CM@Risk from potential insurer insolvency.

7.6 VERIFICATION OF COVERAGE

7.6.1 The CM@Risk will furnish the City, Certificates of Insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

7.6.2 All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

7.6.3 All certificates required by this Contract will be sent directly to the Engineering and Architectural Services Department Contracts Administration Section contracts officer for this Project. The City project/contract number and project description shall be noted on the certificates of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

7.7 APPROVAL

7.7.1 Any modification or variation from the insurance requirements in this Contract must be approved by the Law Department, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

This Contract will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract on 08/20/2024.

CITY OF DENTON, TEXAS

BY: DocuSigned by: Sara Hensley 5236DB296270423...

Sara Hensley
Printed Name

City Manager
Title

CM@Risk

BY: DocuSigned by: Reilly Freeman 343B34826D8942C...

Reilly Freeman
Printed Name

Vice President of Finanace
Title

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: DocuSigned by: Lauren Thoden D09D09CAD33D487...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: DocuSigned by: Marcella Lunn 4B070831B4AA438...

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

DocuSigned by: Trevor Crain 7B46EEAB11BC4F2...
SIGNATURE

Trevor Crain
PRINTED NAME

Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

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EXHIBIT A – PROJECT DESCRIPTION

8558 Linda McNatt Animal Services Expansion Improvements

Following is a brief description of the project for which the design phase service services specified in this contract are to be performed:

This project includes the renovation and expansion of the Animal Services building. The Linda McNatt Animal Services Building is located in North Denton on US-77 (aka North Elm St).

The main goal of the project is to deliver additional space for dog adoption, staff office space and maximize storage. Major renovations are needed on HVAC and to improve sound absorption. Animals and staff may need to be temporarily relocated. The anticipated staff growth is 22 to 29 in the next five years. Key scope items will include but will not be limited to:

- Additional dog kennel adoption space (with guillotine doors for extended space)
- Additional office and storage space
- Dedicated conference room
- Additional dog run space
- Additional washer and dryers (separate for general and sick/medical)
- Replace/upgrade HVAC system
- Improve sound absorption
- Replace all turf
- Provide trenches/improved drainage for existing kennels
- Provide integrated power washing/cleaning system
- New cat kennels
- Update surgery suite
- Address concerns regarding retention pond

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EXHIBIT B – SUBMITTAL REQUIREMENTS FOR THE GMP

GMP submittal, one copy for review.

One printed, signed original copy and a digital copy in searchable PDF format will be requested by the City of Denton prior to contract execution.

Table of Contents:

1. Scope of Work
2. Summary of the GMP
3. Schedule of Values – summary spreadsheet and backup documents
4. List of Plans and Specifications used for GMP Proposal
5. List of clarification and assumptions
6. Project Schedule

1. Scope of work will consist of a brief description of the work to be performed by CM@Risk and major points that the CM@Risk and the City must be aware of pertaining to the scope. (normally one paragraph is sufficient.)

2. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:

   The general conditions fee includes bond and insurance cost. All costs should be listed individually for future use.

PROJECT #: **DATE:**
PROJECT NAME:

GMP Summary					**AMOUNT**
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)				$
B.	CM@Risk's Contingency				$
C.	Additional Marketplace Risk Contingency				$
INDIRECT COSTS				RATE	
D.	Construction Fee			%	$
E.	General Conditions				$
	E1	Payment and Performance Bond	$		
	E2	Insurance	$		
	E3	Two Year Maintenance Bond	$		
			G. TOTAL GMP		**$**
			H. Owner's Contingency		**$**
			I. Contract Amount		**$**

Substantial Completion **XXX** **Calendar Days**

Final Completion **XXX** **Calendar Days**

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(**Do not acquire bond or insurance until notified by the City of Denton Project Manager.)**

3. Schedule of Values – Spread sheet with the estimated bid or cost organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the CM@Risk's construction phase fee. The supporting documents for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification s and assumptions used for each of the particular bid item listed on the schedule of values, if applicable.

4. A final variance report shall also be provided, showing the delta between the CM@Risk's most recent Control Estimate and the proposed GMP items a level of detail acceptable to the City and their consultants.

5. A final variance report shall also be provided, showing the delta between the CM@Risk's most recent Control Estimate and the proposed GMP items a level of detail acceptable to the City and their consultants.

6. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. The plans used for the GMP must be date stamped and signed by CM@Risk, Design Consultant, and Project Manager using the format below.

Plans Used For Preparation of GMP No.	
CM@Risk	Date
Design Consultant	Date
Project Manager	Date

7. A list of the clarifications and assumptions made by the CM@Risk in the preparation of the GMP proposal, to supplement the information contained in the documents.

8. A Critical Path Method (CPM) diagram construction schedule.

9. The CM@Risk shall provide any of the above submittals in their native file format (e.g. .docx, .xls. .xer, etc.) before GMP approval, when requested by the City or their consultants.

10. The CM@Risk shall provide any of the above submittals in their native file format (e.g. .docx, .xls. .xer, etc.) before GMP approval, when requested by the City or their consultants.

NOTE: The submittal package must be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

Final GMP submittal will consist of the following:

1. One printed copy of the GMP and one digital copy in searchable PDF format.
2. One copy of the plans and technical specifications used to arrive at the GMP (signed by Design Professional, CM@Risk and City's Project Manager).

For questions regarding the submittal requirements, please contact City of Denton Project Manager.

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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.**

Steele & Freeman, Inc.

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

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

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

_____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip 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:
Reilly Freeman
343B34826D8942C...
Signature of vendor doing business with the governmental entity

8/7/2024
Date

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

DocuSign

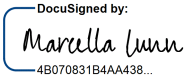
Certificate Of Completion

Envelope Id: 01FE353AEE2E490DA0D1CE6968F87CD2
Status: Completed
Subject: Please DocuSign: City Council Contract 8558 CMAR for Linda McNatt Animal Svc
Source Envelope:
Document Pages: 33
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Erica Garcia
901B Texas Street
Denton, TX 76209
erica.garcia@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
8/7/2024 11:18:00 AM
Holder: Erica Garcia
erica.garcia@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Erica Garcia erica.garcia@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.10	Sent: 8/7/2024 11:23:14 AM Viewed: 8/7/2024 11:23:26 AM Signed: 8/7/2024 11:24:25 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 8/7/2024 11:24:28 AM Viewed: 8/7/2024 11:37:19 AM Signed: 8/7/2024 11:37:50 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 47.190.47.120 Signed using mobile	Sent: 8/7/2024 11:37:53 AM Viewed: 8/7/2024 12:46:47 PM Signed: 8/7/2024 12:47:06 PM
Reilly Freeman rfreeman@steelefreeman.com Vice President of Finanace Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/7/2024 12:48:01 PM ID: cfc25414-1ac5-42c5-86fc-91c3f9b70ffd	 Signature Adoption: Pre-selected Style Using IP Address: 12.154.32.162	Sent: 8/7/2024 12:47:12 PM Viewed: 8/7/2024 12:48:01 PM Signed: 8/7/2024 12:59:48 PM

Signer Events	Signature	Timestamp
Trevor Crain Trevor.Crain@cityofdenton.com Director of Capital Projects City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/7/2024 1:10:41 PM ID: a7d30651-4aa8-45e7-a522-07076f16d7f2	DocuSigned by: Trevor Crain 7B46EEAB11BC4F2... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 8/7/2024 12:59:53 PM Viewed: 8/7/2024 1:10:41 PM Signed: 8/7/2024 1:11:01 PM
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	**Completed** Using IP Address: 198.49.140.10	Sent: 8/7/2024 1:11:05 PM Viewed: 8/21/2024 8:32:54 AM Signed: 8/21/2024 8:33:04 AM
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 107.77.196.182 Signed using mobile	Sent: 8/21/2024 8:33:09 AM Viewed: 8/21/2024 9:06:29 AM Signed: 8/21/2024 9:06:37 AM
Lauren Thoden lauren.thoden@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Lauren Thoden D09D09CAD33D487... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 8/21/2024 9:06:41 AM Viewed: 8/21/2024 2:37:19 PM Signed: 8/21/2024 2:39:47 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/7/2024 11:24:29 AM

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	COPIED	Sent: 8/7/2024 1:11:06 PM Viewed: 8/7/2024 3:57:49 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/21/2024 2:39:52 PM Viewed: 8/21/2024 4:35:59 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/7/2024 11:23:14 AM
Certified Delivered	Security Checked	8/21/2024 2:37:19 PM
Signing Complete	Security Checked	8/21/2024 2:39:47 PM
Completed	Security Checked	8/21/2024 2:39:52 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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.

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To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•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.



Linda McNatt Animal Care & Adoption Center

Construction Manager at Risk Contract

ID 26-0751

May 19, 2026

Project Scope

- Facility Expansion
- Relocation of Animals Within Facility
- Veterinary Clinic expansion
- HVAC System Upgrades
- Additional Parking
- Additional Play Areas
- Upgraded Staff/Volunteer Space



(CMAR) Construction Cost Summary – GMP1

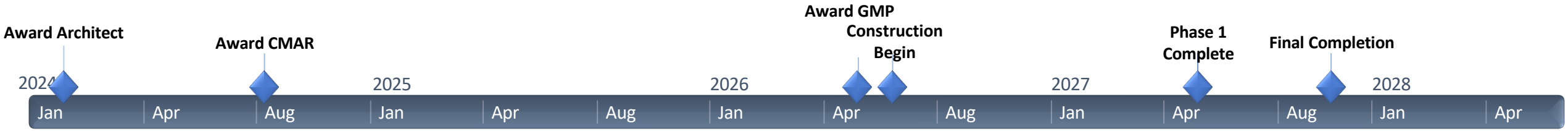
GMP Summary					AMOUNT
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)				$13,826,488.00
B.	CM@Risk's Contingency – Base				$404,998.00
C.	Additional Marketplace Risk Contingency				$164,405.00
INDIRECT COSTS				RATE	
D.	Construction Fee			4%	$575,835.00
E.	General Conditions				$1,633,177.00
	E1	Payment and Performance Bond	$134,500	0.81%	[redacted]
	E2	Insurance			
		- Builders Risk	$41,512	0.25%	
		- Subcontractor Default Insurance	$205,229	1.65%	
		- General / Excess Liability	$76,383	0.46%	
	E3	Two Year Maintenance Bond	$28,228	0.17%	
F.		Approved Alternates			$430,977.00
			G. TOTAL GMP		**$17,035,880.00**
			H. Owner's Contingency		**$511,076.00**
			I. Contract Amount		**$17,546,956**



Project Schedule

- Architect approved April 16th, 2024
- CMAR Pre-Con services approved August 20th, 2024

- Construction anticipated start May 2026
  - 12 Months Phase 1
  - 6 Months Phases 2 & 3
- Estimated completion November 2027



Staff Recommendation

Approval of a contract between the City of Denton and Steele and Freeman, Inc. in the not-to-exceed amount of $ 17,546,956.00

CMAR GMP Contract	$17,035,880.00
Owner's Contingency	$511,076.00
Total Contract NTE Amount	$17,546,956.00

Questions?


DENTON
ANIMAL SERVICES
LINDA McNATT
ANIMAL CARE &
ADOPTION CENTER
RECLAIM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION MANAGER AT RISK CONTRACT WITH STEELE & FREEMAN, INC., FOR CONSTRUCTION PHASE SERVICES OF THE LINDA MCNATT ANIMAL CARE AND ADOPTION CENTER PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8558 – AWARDED TO STEELE & FREEMAN, INC., INCLUDING THE GUARANTEED MAXIMUM PRICE IN THE NOT TO-EXCEED AMOUNT OF $17,546,956.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for construction phase services of the Linda McNatt Animal Care and Adoption Center Project for the Capital Projects Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

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

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the "Request Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

RFP NUMBER	CONTRACTOR	AMOUNT
8558	Steele & Freeman, Inc.	$17,546,956.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. 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 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 97979910-892A-48DC-A34C-3D6FDF4F4CDC

Docusign City Council Transmittal Coversheet

RFP	8558
File Name	CMAR Animal Shelter Renovation GMP1
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 97979910-892A-48DC-A34C-3D6FDF4F4CDC

CITY OF DENTON, TEXAS

CONSTRUCTION MANAGER AT RISK FOR CMAR LINDA MCNATT ANIMAL SERVICES RENOVATION AND EXPANSION

CONSTRUCTION MANAGER AT RISK
CONSTRUCTION PHASE SERVICES

CONTRACT NO. 8558

Docusign Envelope ID: 97979910-892A-48DC-A34C-3D6FDF4F4CDC

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EXHIBIT A – SITE DESCRIPTION

EXHIBIT B – APPROVED GMP NO. 1

EXHIBIT C – TECHNICAL SPECIFICATIONS

EXHIBIT D – CONSTRUCTION DRAWINGS

EXHIBIT E – GENERAL CONDITIONS

EXHIBIT G – PREVAILING WAGE RATES

EXHIBIT V – WARRANTY

EXHIBIT W – USE OF THE SITE, DELIVERY & STORAGE (for vertical projects)

EXHIBIT X – COST OF THE WORK

EXHIBIT Y – GENERAL CONDITINS COSTS

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CITY OF DENTON

ANIMAL SERVICES EXPANSION IMPROVEMENTS

CONSTRUCTION MANAGER AT RISK CONSTRUCTION SERVICES

GMP No. 1

Project No. 240004-1 CONTRACT NO. 8558

THIS AGREEMENT, made and entered by and between City of Denton, hereinafter designated the "City" and Steele & Freeman, Inc., hereinafter designated the "Construction Manager at Risk" or "CM@Risk"

RECITALS

A. The City Manager of the City of Denton, Texas, or their designee, is authorized and empowered by provisions of the City Charter to execute contracts for construction services.

B. The City intends to construct Linda McNatt Animal Services Expansion Improvements as more fully described in Exhibit A attached.

C. To undertake the Project the City has entered into a contract with Quorum Architects, Inc., hereinafter referred to as the "Design Professional."

D. The CM@Risk has represented to the City the ability to provide the construction phase services described herein and to construct the Project and based on this representation the City engages the CM@Risk to provide these services and construct the Project.

E. Contract No. 8558 has been executed previously between City and CM@Risk to perform Preconstruction Phase services. Those services may continue during the duration of this Construction Phase Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@Risk as follows:

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Article 1 - Definitions

"Agreement" ("Contract") means this written document signed by the City and CM@Risk covering the construction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract. The terms Agreement and Contract shall be used interchangeably throughout unless specifically stated otherwise.

"Approved GMP" means any GMP or GMP amendment agreed to by the parties in accordance with this Agreement.

"Application for Payment" – See definition for Payment Request.

"Architect" means the qualified, licensed person, firm or corporation who furnishes architectural services required for the Project.

"Asbestos" means asbestiform varieties of chrysotile (serpentine), crocidolite (riebeckite), amosite (cummingtonite-grunerite), anthophyllite, tremolite, or actinolite or any material that contains one percent or more of any asbestiform variety. Refer to the Texas Administrative Code, Title 25, Chapter 296.

"Change Directive" means a written order prepared and signed by City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Certificate of Substantial Completion" has the meaning given such term in Subsection 4.1.5.

"Change Order" means a type of contract amendment issued after execution of this Agreement or future GMP Amendments signed by City and CM@Risk, agreeing to changes to an agreement. The Change Order will state the following: the addition, deletion, or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Contract terms.

"City ("Owner" or "OWNER") means the City of Denton, a municipal corporation, with whom CM@Risk has entered into this Contract and for whom the services are to be provided pursuant to said Contact. Regulatory activities handled by the City of Denton Developmental Services, Fire, Engineering, Facilities, Municipal Electric, and Planning Departments or any other City Department are not subject to the responsibilities of the City under this Agreement.

"City's Representative" means the person designated in Subsection 8.3.1.2.

"City's Senior Representative" means the person designated in Subsection 8.3.1.1.

"CM@Risk" means the firm selected by the City to provide construction services as detailed in this Agreement.

"CM@Risk's Representative" means the person designated in Subsection 8.3.2.2.

"CM@Risk's Senior Representative" means the person designated in Subsection 8.3.2.1.

"Contingency, Marketplace Risk" – A fund to cover the costs of cost escalation, supply chain interruptions, and buyout decisions made for the City's benefit that may have more risk than a normal subcontract award. Use and management of the Marketplace Risk Contingency is described in Section 5.1.3.

"Contingency, CM@Risk's" – A fund to cover cost growth during the Project used at the discretion of the CM@Risk usually for costs that result from Project circumstances. Use and management of the CM@Risk's Contingency is described in Section 5.1.4.

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"Contingency, Owner's" – A fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City directed changes or unforeseen site conditions. Use and management of the Owner's Contingency is described in Section 5.1.6.

"Contract Documents" means the following items and documents in descending order of precedence executed by the City and the CM@Risk: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications. In the event of a conflict between this Agreement and the other Contract Documents, including the General Conditions, the terms of this Agreement will control.

"Construction Documents" The plans, specifications, and drawings prepared by the Design Professional and issued as approved for construction meaning the documents are sealed by the Design Professional, signed and acceptable for permitting.

"Construction Fee" means the lump sum amount for CM@Risk's administrative costs for branch or home office overhead, and profit at the time of GMP.

"Contract Price" means the amount or amounts set forth in Article 5.

"Contract Time" means the Days as set forth in Article 4 the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Project.

"Cost of the Work" The direct costs or stipulated rates necessarily incurred by the CM@Risk in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, General Conditions Costs, and related items. See Exhibit X – Cost of the Work and Exhibit Y – General Conditions Costs for more definitions of these terms. The Cost of the Work shall not include the CM@Risk's Construction Fee.

"Critical Path" means the sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.

"Day(s)" mean calendar days unless otherwise specifically noted in the Contract Documents.

"Preconstruction Phase Contract" means the agreement between the City and CM@Risk for services provided by the CM@Risk during the design phase which may include the following: design recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, MBE/WBE/SBE utilization, subcontractor bid phase services, and GMP preparation.

"Design Professional" means a qualified, licensed design professional, including an Engineer or Architect, who furnishes design and/or construction administration services required for the Project. A Design Professional is referenced in Recital C, above.

"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Engineer" The qualified, licensed person, firm or corporation who furnishes engineering services required for the Project.

"Final Acceptance" means the completion of the Work as prescribed in Section 4.2.

"Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

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"General Conditions Costs" Includes those Cost of Work items shown in Exhibit Y - General Conditions Costs.

"Guaranteed Maximum Price" or "GMP" means the sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CM@Risk's Contingency including authorized adjustments.

"GMP Amendment" means an amendment, executed in writing and signed by both parties, to the GMP.

"GMP Plans and Specifications" means the plans and specifications upon which the Guaranteed Maximum Price proposal is based as listed in the GMP proposal.

"Hazardous Environmental Condition" means the presence at the site of Asbestos, PCB's, Petroleum, Hazardous Waste, Radioactive Material, or other materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

"Hazardous Material or Substance" includes any material in such quantity, concentration, and physical or chemical characteristics including, but not limited to, ignitability or toxicity, so as to be capable of posing an unreasonable risk to health, safety and/or property if released into the atmosphere, transported, stored, or disposed of.

"Hazardous Waste" means any solid waste listed as hazardous or possesses one or more hazardous characteristics as defined in the federal waste regulations, as amended from time to time.

"Legal Requirements" means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders, and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Milestones" - A principal event in the performance of the Work that the Contract requires CM@Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

"Notice to Proceed" or "NTP" means the directive issued by the City, authorizing the CM@Risk to start Work. Such notice shall be provided to the CM@Risk at least seven days prior to the commencement date stipulated herein and shall be provided no later than 30 days after the GMP proposal is approved by the City and all the required documentation is received by the City.

"Payment Request" means the City form used by the CM@Risk to request progress payments for Work in accordance with Article 7.

"PCB's" means polychlorinated biphenyls.

"Performance Period" means the period of time allotted in the Contract Documents to substantially complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP proposal and shown on the Project Schedule.

"Petroleum" means petroleum including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM@Risk to illustrate materials or equipment for some portion of the Work.

"Project" means the Work to be completed in the execution of this Agreement as amended and as described in the Recitals above and in each Approved GMP.

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"Project Schedule" means a schedule, prepared and maintained by CM@Risk, describing the sequence and duration of the activities comprising the CM@Risk's plan to accomplish the Work within the Contract Times.

"Project Record Documents" means the documents created pursuant to Section 2.10.

"Radioactive Material" Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

"Samples" means physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be evaluated.

"Shop Drawings" mean drawings, diagrams, schedules, submittals and other data specially prepared for the Work by the CM@Risk or a Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

"Site" means the land or premises on which the Project is located generally described in in Exhibit A.

"Specifications" means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto as listed in the GMP proposal.

"Subcontractor" means an individual or firm having a direct contract with the CM@Risk or any other individual or firm having a contract with the aforesaid individual or firm at any tier, who undertakes to perform a part of the construction phase Work for which the CM@Risk is responsible.

"Subconsultant" - A person, firm or corporation having a contract with the CM@Risk to furnish services required as its independent professional associate or consultant with respect to the Project.

"Substantial Completion" means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) receipt of written confirmation after final inspections by the applicable electrical, plumbing, City Fire Marshall, health department, and other local and state officials having jurisdiction, stating the project is ready for occupancy by the City; (ii) all systems in place, and confirmed to be fully functional to satisfaction of the City and its representatives; (iii) all materials and equipment installed; (iv) all systems reviewed and accepted by the City; (v) draft O&M manuals and record documents reviewed and accepted by the City; (vi) City operation and maintenance training complete; (vii) landscaping and site work; and (viii) final cleaning. In addition to the other requirements of the Contract Documents, and without limitation, the CM@Risk must also have obtained the written approval and issuance of any occupancy permits required by the laws of local government(s) and the State of Texas before the CM@Risk shall be deemed to have achieved Substantial Completion. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed letter pursuant to Subsection 2.4.3.

"Supplier" means a manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CM@Risk or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

"Work" means the entire completed construction or the various separately identifiable parts thereof, required by the Agreement to be furnished and installed during the construction phase. "Work" includes and is the result of performing or furnishing supervision and labor; and furnishing and incorporating materials, resources, and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

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Article 2 – CM@Risk's Services and Responsibilities

2.0 The CM@Risk shall furnish any and all supervision, labor, materials, equipment, transportation, utilities, services, and facilities required to perform all Work required by the Contract Documents, and to completely and totally construct the same and install the material therein for the City. All Work will be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CM@Risk in Denton, Texas. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents as modified. It is not required that the services be performed in the sequence in which they are described.

2.1. General Services

2.1.1. CM@Risk's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. CM@Risk's Representative shall communicate regularly with City but not less than once a week and shall be vested with the authority to act on behalf of CM@Risk. CM@Risk's Representative may be replaced only with the written consent of City.

2.1.2 City's Project Management Information System (Procore)

2.1.2.1 The CM@Risk will be required to maintain all project records in electronic format. The City provides a web-based project management database which the CM@Risk will be required to utilize in the fulfillment of the contract requirements. Although this electronic platform does not fulfill this requirement in its entirety, the CM@Risk will be required to utilize this platform as the basis for this Work. Any documents submitted to the City in electronic format shall be considered equivalent to an original of such document.

2.1.2.2 The CM@Risk can expect to use Procore to process all primary level tri-partite contract documents related to the construction phase of the Project including but not limited to: requests for interpretation/information, potential Change Orders, Change Orders, construction meeting minutes, Submittals, Design Professional's supplemental instructions and Payment Requests.

2.1.2.3 The CM@Risk will be required to process information into electronic digital form. In order to fulfill this requirement, the CM@Risk shall provide all necessary equipment to perform the functions necessary to generate, convert, store, maintain, connect to Procore, and transfer electronic data.

2.1.2.4 CM@Risk shall provide a computerized networked office platform with broadband internet connectivity. Wired or wireless is acceptable. This platform shall function well in a web-based environment utilizing an internet browser compatible with the City Procore system.

2.2 Government Approvals and Permits

2.3.1 Unless otherwise provided, CM@Risk shall obtain or assist the City to obtain all necessary permits, approvals, and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. **The CM@Risk is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.**

2.3.2 Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice

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requirements.

2.3.3 City shall be responsible for all City of Denton review and permit(s) fees for building and demolition permits. City will also pay review and permit fees for grading and drainage, water, sewer, right-of-way, gas service, electrical service, and landscaping; assessments against the property, including property tax, developmental excise and similar taxes; sewer, water, and related utility tap fees; and sewer plant improvement fees, unless exempted under Texas law. City shall also pay for utility design fees for permanent services.

2.3.4 CM@Risk shall be secure and pay for all other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded not specifically listed in Subsection 2.3.3 above. Specifically, and without limitation, the CM@Risk is responsible for the cost of meter(s), and all utility bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are the CM@Risk's responsibility.

2.4 Pre-construction Conference

2.4.1 Prior to the commencement of any Work, the City's Representative will schedule a pre-construction conference.

2.4.2 The purpose of this conference is to establish a working relationship between the CM@Risk, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Record Project Documents required, and emergency telephone numbers for all representatives involved in the course of construction.

2.4.3 The Notice to Proceed date will be agreed to. After the meeting a Notice to Proceed letter will be issued confirming the construction start date, Performance Period, and, if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion will be listed.

2.4.4 The CM@Risk shall provide a schedule of values based on the categories used in the buyout of the Work but not greater than the approved GMP and identifying the CM@Risk's Contingency. The schedule of values will subdivide the Work into all items comprising the Work.

2.4.5 Minimum attendance by the CM@Risk shall be the CM@Risk's Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the CM@Risk's safety officer.

2.5 Control of the Work

2.5.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, CM@Risk shall provide through itself, its Vendors or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit CM@Risk to complete the Work consistent with the Contract Documents.

2.5.2 CM@Risk shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. CM@Risk shall at all times exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.

2.5.3 CM@Risk, the CM@Risk's Representative or other authorized representative shall be present

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at the Site at all times that construction activities are taking place.

2.5.3.1 All elements of the Work shall be under the supervision of a superintendent employed by the CM@Risk for the purpose; or their designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the Work.

2.5.4 In the event of noncompliance with this Section, the City may require the CM@Risk to stop or suspend the Work in whole or in part. Where the Contract Documents require that a particular product be installed and/or applied, or the installation and/or application be observed by an entity approved by the manufacturer, it is the CM@Risk's responsibility to ensure the Subcontractor employed for such Work is approved by the manufacturer; or their installation and/or application is so observed.

2.5.5 Before ordering materials or doing work, the CM@Risk and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No increase to the approved GMP will be allowed because of differences between actual dimensions and the dimensions indicated in the Contract Documents; differences, which may be found, shall be submitted to the City for resolution before proceeding with the Work.

2.5.6 The CM@Risk shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CM@Risk with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the City at once.

2.5.7 The CM@Risk shall establish and maintain all primary building and construction grades, lines, levels, and benchmarks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a licensed civil engineer or surveyor in the State of Texas.

2.5.8 Any person employed by the CM@Risk or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by CM@Risk or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. **THE CM@RISK OR SUBCONTRACTOR SHALL HOLD THE CITY HARMLESS FROM DAMAGES OR CLAIMS WHICH MAY OCCUR IN THE ENFORCEMENT OF THIS SECTION.**

2.5.9 CM@Risk assumes responsibility to City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor, including but not limited to any third-party beneficiary rights.

2.5.10 CM@Risk shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, CM@Risk agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.6 Control of the Site

2.6.1 Throughout all phases of construction, including suspension of Work, CM@Risk shall keep the Site reasonably free from debris, trash, and construction wastes to permit CM@Risk to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CM@Risk shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

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2.6.2 CM@Risk shall take all reasonable steps, procedures, or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the local requirements.

2.6.3 CM@Risk shall maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CM@Risk shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.6.4 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by the CM@Risk. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage, and all other adversity is solely the responsibility of the CM@Risk.

2.6.5 See Exhibit W – Use of Site, Delivery & Storage for more detailed information on the CM@Risk's responsibilities for maintaining and using the site.

2.7 Shop Drawings, Product Data and Samples

2.7.1 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CM@Risk proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.7.2 The CM@Risk shall review, approve, verify, and submit to the City each Shop Drawing, Product Data, Sample, and similar submittal required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit B as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the CM@Risk, which are not required by the Contract Documents, may be returned without action.

2.7.3 The CM@Risk shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the City. Such Work shall be in accordance with approved submittals.

2.7.4 By approving, verifying, and submitting Shop Drawings, Product Data, Samples, and similar submittals, the CM@Risk represents that the CM@Risk has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

2.7.5 The CM@Risk shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's approval of Shop Drawings, Product Data, Samples or similar submittals unless the CM@Risk has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. The CM@Risk shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval thereof.

2.7.6 The CM@Risk shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the City on previous submittals.

2.7.7 Informational submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.

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2.7.8 When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.8 Quality Control, Testing and Inspection

2.8.1 The CM@Risk shall follow the project-specific construction quality control requirements defined in the Construction Management Plan created, reviewed, and approved under the Preconstruction Phase Agreement. The following requirements are in addition to those found in the Construction Management Plan, and shall be incorporated into the Construction Management Plan for the construction phase.

2.8.2 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.8.3 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances, or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.8.4 The procedures and methods used to sample, and test material will be determined by the City, in consultation with the Design Professional.

2.8.5 The City may select a pre-qualified City or independent testing laboratory and may perform additional acceptance testing at the City's cost.

2.8.5.1 When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will be paid for by the CM@Risk. CM@Risk's Contingency cannot be utilized for the cost of re-testing.

2.8.5.2 When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.8.6 The CM@Risk will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.8.7 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.8.8 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by the CM@Risk as a Cost of the Work, unless otherwise provided in the Contract Documents or unless required by Chapter 2269 of the Texas Government Code.

2.8.9 CM@Risk's convenience and quality control testing and inspections shall be the sole responsibility of the CM@Risk and paid by the CM@Risk as a Cost of the Work.

2.9 Trade Names and Substitutions.

2.9.1 Contract Document references to equipment, materials, or patented processes by manufacturer, trade name, make or catalog number, unless indicated that no substitutions are permitted, substitute, or alternate items may be permitted, subject to the following:

2.9.2 The substitution shall be submitted by CM@Risk in writing to the City.

2.9.3 The CM@Risk shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same

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use as that specified.

2.9.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.9.5 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.

2.9.6 The CM@Risk if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.9.7 The City will make the final decision and will notify the CM@Risk in writing as to whether the substitution has been accepted or rejected. If the City does not respond in a timely manner, the CM@Risk shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

2.10 Project Record Documents

2.10.1 During the construction period, the CM@Risk shall maintain at the jobsite a set of the Construction Document drawings, specifications and Shop Drawings for Project Record Document purposes.

2.10.1.1 The CM@Risk shall update these documents to indicate the actual installation where the installation varies appreciably from the original Construction Documents. Give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry & device locations.
- Revisions to low voltage systems & controllers/sensors/device locations.
- Actual equipment locations.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Contract Drawings.

2.10.1.2 Mark completely and accurately Project Record Construction Documents or Shop Drawings, when Shop Drawings are the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference to the Shop Drawings on the appropriate Construction Documents location.

2.10.1.3 Note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.10.1.4 The CM@Risk shall as a condition of Substantial Completion, submit Project Record Drawing and Shop Drawings prints to the City or its representative for review and comment.

2.10.2. Upon receipt of the reviewed Project Record Drawings from the City, the CM@Risk shall correct any deficiencies and/or omissions to the drawings and prepare for submission to the City within 14 Days.

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2.11 Project Safety

2.11.2. CM@Risk recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury, or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.11.3. CM@Risk assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.11.4. CM@Risk shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CM@Risk's safety representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

2.11.5. The safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CM@Risk's personnel, Subcontractors, and others as applicable.

2.11.6. CM@Risk and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

2.11.7. CM@Risk will report in writing any safety-related injury, loss, damage, or accident arising from the Work to City's Representative in not less than four (4) hours (via email); follow up with a full, written report on details, causes and results of the incident within two (2) business days; and submit an incident prevention and "lessons learned" plan within one (1) week of the occurrence. To the extent mandated by Legal Requirements, report the incident as required to all government or quasi-government authorities having jurisdiction over safety- related matters involving the Project or the Work.

2.11.8. CM@Risk's responsibility for safety under this Section is not intended in any way to relieve Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.12 Warranty

2.12.1 CM@Risk warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.12.2. CM@Risk's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than CM@Risk or anyone for whose acts CM@Risk may be liable.

2.12.3. CM@Risk's warranty obligation shall be for two years.

2.12.4. Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Contract Documents. CM@Risk will provide City with all manufacturers' warranties upon Substantial Completion.

2.12.5. See Exhibit V – Warranty Requirements for more detailed information on the CM@Risk's warranty responsibilities.

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2.13 Correction of Defective Work

2.13.2. CM@Risk agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of two years from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.13.3. During the Work, CM@Risk shall take meaningful steps to commence correction of such nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps during the Work, City, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk, and its surety, with written notice that City will commence correction of such nonconforming Work with its own forces.

2.13.4. CM@Risk shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 above, within seven Days of receipt of written notice from City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps within such seven Day period, City, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk, and its surety, with written notice that City will commence correction of such nonconforming Work with its own forces.

2.13.5. If City does perform such corrective Work, CM@Risk and/or its surety shall be responsible for all reasonable costs incurred by City in performing such correction.

2.13.6. If the nonconforming Work creates an emergency requiring an immediate response, the CM@Risk will respond and initiate corrections within twenty-four hours.

The two-year period referenced in Subsection 2.12.1 above applies only to CM@Risk's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies City may have regarding CM@Risk's other obligations under the Contract Documents.

Article 3 - City's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 City shall, throughout the performance of the Work, cooperate with CM@Risk and perform its responsibilities, obligations, and services in a timely manner to facilitate CM@Risk's timely and efficient performance of the Work and so as not to delay or interfere with CM@Risk's performance of its obligations under the Contract Documents.

3.1.2 City shall furnish at the CM@Risk's request, at no cost to the CM@Risk, a CADD file of the Construction Documents in AutoCAD format compatible with City of Denton Engineering and Architectural Services Department CADD technology.

3.1.3 The City will, if needed, provide training in the use and operation of the Procore system.

3.2 City's Representative

3.2.1 City's Representative shall be responsible for providing City-supplied information and approvals in a timely manner to permit CM@Risk to fulfill its obligations under the Contract Documents.

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3.2.2 City's Representative shall also provide CM@Risk with prompt notice if it observes any failure on the part of CM@Risk to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Contract Documents.

3.2.3 The City may utilize its own or a third party's field staff to assist the City's Representative during construction in observing performance of the CM@Risk and performing other City functions. This field staff is for the purpose of assisting the City's Representative and should not be confused with an inspector with a City regulatory agency or with an inspector from a City laboratory or materials testing and special inspections firm contracted to the City pursuant to Subsection 2.8.5.

3.2.3.1 Through onsite observation of the Work in progress and field checks of materials and equipment, the field staff shall endeavor to provide protection against defects and deficiencies in the Work.

3.2.3.2 The field staff will be authorized to review all Work and materials furnished. Such review may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.2.3.3 The field staff will not be authorized to issue instructions contrary to the Construction Documents or to act as a supervisor for the CM@Risk.

3.2.3.4 The field staff shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.

3.2.3.5 The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequence or procedures, or for safety precautions or programs or responsibility for the CM@Risk's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The City may contract separately with one or more Design Professionals to provide services for the project. The Design Professional's contract(s) as well as other firms hired by the City to provide services on the project shall be furnished to the CM@Risk. The CM@Risk shall not have any right however, to limit or restrict any contract modifications that are mutually acceptable to the City and Design Professional.

3.3.2 The City may contract with the Design Professional or a designated third party to provide some or all of the following services during the performance of the Work.

3.3.2.1 Provide oversight of the Work. The City and CM@Risk shall endeavor to communicate through the Design Professional or designated third party. Communications by and with the Design Professional's consultants shall be through the Design Professional.

3.3.2.2 Make visits to the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and work in progress and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional will keep the City informed of progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work. The Design Professional may have authority, but not the responsibility to reject construction which does not conform to the Construction Documents; and may require additional inspection or testing of the construction in accordance with Section 2.8.

3.3.2.3 Review and approve or take other appropriate action upon the CM@Risk's submittals such as

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Shop Drawings, Product Data and Samples in accordance with Section 2.7.

3.3.2.4 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the City or CM@Risk. The Design Professional's or designated third party's response to such requests will be made with reasonable promptness and within any time limits agreed upon.

3.3.2.5 Prepare Change Orders and may authorize minor changes in the Work as provided in Subsection 6.6.1.

3.3.2.6 Conduct reviews to determine Substantial Completion and Final Acceptance.

3.3.2.7 Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by the CM@Risk.

3.4 **City's Separate Contractors.** City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with, CM@Risk in order to enable CM@Risk to timely complete the Work consistent with the Contract Documents. Any City separate contractors will be subject to City insurance and subrogation requirements.

3.5 **Permit Review and Inspections**.

3.5.1 If requested by the CM@Risk, the City's Representative will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

3.5.2 Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

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Article 4 - Contract Time

4.0. Contract Time.

4.0.1. Contract Time shall start with the commencement date established in the Notice to Proceed for the first Approved GMP and end with Substantial Completion.

4.0.2. Each GMP will establish a separate commencement date and a date of Substantial Completion and a Performance Period. The Performance Periods may not be sequential and may run concurrently. The Performance Period to achieve Substantial Completion for each GMP shall be set forth in each GMP submission.

4.0.3. CM@Risk agrees that it will commence performance of the Work and achieve the Performance Periods and Contract Time.

4.0.4. All of the times set forth in this Article 4 shall be subject to adjustment in accordance Article 6.

4.1. Substantial Completion

4.1.1. Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter. Substantial Completion shall be in accordance with its definition in Article 1. and with the criteria set forth in the Notice to Proceed.

4.1.2. Prior to notifying the City in accordance with Subsection 4.1.3 below, the CM@Risk shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The CM@Risk shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the CM@Risk to complete all Work in accordance with the Contract Documents.

4.1.3. CM@Risk shall notify City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.1.4. Within five (5) days of City's receipt of CM@Risk's notice, City and CM@Risk will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

4.1.5. If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and CM@Risk's responsibility for the Project's security, maintenance, utilities, and insurance pending Final Acceptance, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

4.1.6. City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Subsection 4.1.5 above, (ii) CM@Risk and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and CM@Risk agree that City's use or occupancy will not interfere with CM@Risk's completion of the remaining Work.

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4.2. **Final Acceptance.** Upon receipt of written notice that the Work or identified portions of the Work is ready for final acceptance, City, Design Professional and CM@Risk will jointly verify that the remaining items of Work have been completed as set forth in Subsection 4.1.5. The City will issue a Final Acceptance Letter and payment pursuant to Section 7.5.

4.3. **Liquidated Damages.**

4.3.1. CM@Risk recognizes that ***TIME IS OF THE ESSENCE*** for the CM@Risk to achieve Substantial Completion and City will suffer financial loss if the Work is not completed within the Contract Time. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor shall pay City One Thousand Dollars ($1,000.00) for each day of delay past thirty (30) calendar days after Substantial Completion, as adjusted in accordance with the Contract, until the day the Final Acceptance occurs with the exception of work subject to long-lead items, specialty material procurement, and additional scope

4.3.2. The City may at its sole discretion deduct from any monies due or which may become due the CM@Risk, a sum as specified herein, for each and every calendar day that the Work shall remain uncompleted. This sum shall be considered, not as penalty, but as the cost(s) for substantial losses suffered by the public and the City. Liquidated damages are intended to compensate the City for the CM@Risk's failure to meet the deadlines set forth herein, and shall not excuse the CM@Risk from liability from any other breach of requirements of the Contract Documents, including any failure of the Work to conform to applicable requirements. The CM@Risk agrees that the sums in Section 4.3.1 are reasonable in light of the anticipated or actual harm caused by the delay and breach, the difficulties of the proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy.

4.3.3. The parties acknowledge, covenant, and agree that the daily basis and the amount set forth above for liquidated damages are reasonable because of the unique nature of the Project as a benefit to the public; the fact that inconvenience to the public will be one of the significant impacts of any failure by the CM@Risk to timely complete the Work; and that it is impracticable and extremely difficult to ascertain and determine the actual losses which would accrue to the City and the public. Permitting the CM@Risk to continue and finish the Work, or any portion thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

4.4. **Project Schedule**

4.4.1. The Project Schedule approved as part of a GMP shall be updated and maintained throughout the Work.

4.4.2. The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CM@Risk of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

4.4.3. Updated Project Schedules shall be submitted monthly in electronic forms to the City as part of the Payment Request.

4.4.4. CM@Risk shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to Project Schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP proposal and within the Contract Time. Each status

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report shall also include the following:

- Description of problem tasks (referenced to field instructions, requests for information (RFI's), as appropriate.
- Current and anticipated delays including:
  - Cause of the delay;
  - Corrective action and schedule adjustments to correct the delay;
  - Known or potential impact of the delay on other activities, Milestones, and the date of Substantial Completion.
- Changes in construction sequence
- Pending items and status thereof including but not limited to:
  - Time Extension requests;
  - Other items.
- Substantial Completion date status:
  - If ahead of schedule, the number of calendar Days ahead;
  - If behind schedule, the number of calendar Days behind.
- Other project or scheduling concerns

4.4.5. City's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve the CM@Risk from compliance with the requirements of the Contract Documents or be construed as relieving the CM@Risk of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

4.4.6. The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

4.4.6.1. The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

4.4.6.2. The CPM diagram schedule shall indicate all relationships between activities.

4.4.6.3. The activities making up the schedule shall be sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. Further, activities shall be included for, without limitation, any and all City franchised or private utilities required to be temporarily or permanently demolished, relocated or installed; design, procurement, furnishing and installing of equipment, information technology systems, security systems, furnishings, and other City improvements (whether installed by the CM@Risk or the City) required for the Work to be completely functional as intended. These Owner Activities will be shown in the schedule with the appropriate precursor and successor activities necessary for monitoring and evaluating the progress of the Owner Activities.

4.4.6.4. The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values, but the Project Schedule is not required to be ***cost-loaded***.

4.4.6.5. The CPM diagram schedule shall show all critical submittals associated with each work activity and the review time for each submittal.

4.4.6.6. The Project Schedule shall show Milestones, including Milestones for Owner-furnished information, utilities and improvements when those Milestones are interrelated with the CM@Risk activities.

4.4.6.7. The Project Schedule shall include a Critical Path activity that reflects anticipated rain delay

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during the performance of the Contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other approved source.

4.4.7. The Project Schedule shall consider the City's and the other stakeholder occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.4.8. Float time shall be as prescribed below.

4.4.8.1. The total Float within the overall Project Schedule, is not for the exclusive use of either the City or the CM@Risk but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract Milestones and the Project contract time.

4.4.8.2. The CM@Risk shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the Project Schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date.

4.4.8.3. Since Float time within the Project Schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests and credit changes which result in savings of time to the CM@Risk, etc.). In such an event, the CM@Risk shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

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Article 5- Contract Price

5.0. The CM@Risk agrees at his own proper cost and expense, to do all Work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this Agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the approved GMP proposal.

5.1. Contract Price.

5.1.1. The Contract Price will be as approved in the Guaranteed Maximum Price proposal attached as an Exhibit including an amount for Owner's Contingency.

5.1.2. Guaranteed Maximum Price is composed of the following not-to-exceed cost reimbursable or lump sum amounts defined below. The CM@Risk is at risk to cover any additional Project costs. Any amounts in excess of the actual Cost of the Work and/or CM@Risk's Contingency shall revert to the City.

5.1.2.1 The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

5.1.2.2 The General Conditions Costs and the Construction Fee are firm fixed lump sums, but subject to adjustments as permitted in the Contract Documents.

5.1.3 Additional Marketplace Risk: After the City has executed this Construction Phase Agreement, the CM@Risk will award Subcontractors' contracts. CM@Risk will use its best efforts to award eighty percent (80%) of those subcontracts (by value) within thirty (30) days of the City's execution of the Construction Phase Agreement; and ninety-five percent (95%) of those subcontracts within sixty (60) days of that date. The CM@Risk and the City shall closely coordinate on the scope of work within the remaining percentage of the unawarded subcontracts remaining after (60) days to accomplish complete buy-out of the scope of work as soon as possible. Failure to meet the milestones set forth in this section will limit the CM@Risk's access to the Additional Marketplace Risk Contingency.

5.1.3.1 Within seventy (70) days after the City's execution of this Construction Phase Agreement, a reconciliation of the Guaranteed Maximum Price and the awarded subcontracts will be performed by the CM@Risk, identifying savings beneath the Guaranteed Maximum Price (if any). These savings shall be reallocated to the Owner's Contingency; except as mutually agreed by the City and CM@Risk to be collated into "Additional Marketplace Risk" line item(s) in the Schedule of Values. This Additional Marketplace Risk is to (i) protect the Cost of the Work from known scope gaps between subcontracts, as well as uncommitted commodities subject to future price changes (if any), not to exceed 1.0% of the Guaranteed Maximum Price; and (ii) protect the Guaranteed Maximum Price from specific Subcontractor(s)' risk profile(s); and (iii) will be allocated accordingly in the Schedule of Values.

5.1.3.2 The CM@Risk will prepare, for the City's review and approval, a schedule of dates by which the CM@Risk will have resolved the issue(s) impacting each Additional Marketplace Risk line item, and return the uncommitted amount to the Owner's Contingency. Use of the Additional Marketplace Risk by the CM@Risk before that date will be as mutually agreed by the City and CM@Risk to be reasonable and necessary under the circumstances.

5.1.4 CM@Risk's Contingency is an amount the CM@Risk may be used under the following conditions: (1) at its discretion for increases in the Cost of the Work approved by the City which shall not be reasonably withheld, or (2) with written approval of the City for increases in General Condition Costs. CM@Risk's Contingency is assumed to be a direct project cost so will have received all markups at the time of GMP submission.

5.1.5.1 When the CM@Risk utilize CM@Risk's Contingency funds, the CM@Risk shall make the appropriate changes to the schedule of values with the next regular progress payment request. The CM@Risk shall deduct the amount of CM@Risk's Contingency funds used from the CM@Risk's Contingency line item and adding the same amount to the line item on the schedule

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of values where the funds were used. If the CM@Risk's Contingency funds are used for a new line item that was not given with the original schedule of values, that will be so indicated.

5.1.6 Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's Contingency will be added to the GMP amount provided by the CM@Risk, the sum of which will be the total contract price for construction. Markups for Construction Fee and taxes will be applied by the CM@Risk at the time that Owner's Contingency is used.

5.1.7 As a City public procurement project this Project is tax exempt. Appropriate tax exemption forms shall be provided to the CM@Risk.

5.1.8 The GMP is subject to adjustments made in accordance with Article 6 and by GMP Amendments to this Agreement.

5.1.9 GMP Amendments are cumulative not including CM@Risk Contingency. The amount of CM@Risk Contingency for each GMP amendment will be negotiated separately and shall reflect the CM@Risk's risk from that point in the project forward.

5.1.9.1 If the GMP requires an adjustment due to changes in the Work or other causes as allowed in the Contract Documents, the cost of such changes is determined subject to Article 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in Article 6.

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Article 6 - Changes to the Contract Price and Time

6.1. Delays to the Work

6.1.1. If CM@Risk is delayed in the performance of the Work that will cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom CM@Risk is responsible, the Contract Times for performance shall be reasonably extended by Change Order.

6.1.2. The CM@Risk shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary. Such notice shall not be later than fourteen (14) Days after such condition or event has been encountered.

6.1.3. By way of example, events that will entitle CM@Risk to an extension of the Contract Time include acts or omissions of City or anyone under City's control (including separate contractors), changes in the Work, Differing Site Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.1.4. If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and that weather conditions had an adverse effect on the scheduled Substantial Completion.

6.1.4.1. In allowing delays for weather, the City will be entitled to consider weather conditions prevailing throughout the entire Contract period. The City and CM@Risk will together reconcile actual working days lost and gained over the entire Contract period every ninety (90) days. The CM@Risk shall then adjust the activities for the schedule's Float reserves where those activities are carried in the CM@Risk's Project Schedule (if any).

6.1.5. It is understood, however, that permitting the CM@Risk to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

6.1.6. In addition to CM@Risk's right to a time extension for those events set forth in this Section, CM@Risk shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CM@Risk and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God. In the event of an occurrence under this Section, the CM@Risk and any Subcontractors will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CM@Risk and any Subcontractors continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Subcontractors of the CM@Risk shall immediately notify the CM@Risk, who shall then immediately notify the City Project Manager by telephone of any such circumstances or event (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a sufficient level of detail the circumstances causing the non-performance or delay in performance.

6.1.7. If either the Work actually in place falls behind as reflected by the currently updated Project Schedule, or it becomes apparent or likely in the reasonable opinion of the City that the Work will not be completed within the Contract Time or in accordance with the CM@Risk's Project Schedule, due to delays caused by the CM@Risk or its subcontractors, the CM@Risk agrees it shall, as necessary, take some or all of the following actions (hereinafter referred to collectively as "Extraordinary Measures") at no additional cost to the City or their consultants, as required

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to substantially eliminate, in the judgment of the City, the backlog of CM@Risk's Work on the Project:

6.1.7.1. Increase quantities of, without limitation, labor, supervision, material deliveries, equipment on site, and crafts as necessary;

6.1.7.2. Increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing;

6.1.7.3. Reschedule activities to achieve maximum practical concurrence of accomplishment; and

6.1.7.4. Do whatever else is reasonably required by the City.

6.1.8. These Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the CM@Risk's compliance with the CM@Risk's Schedule.

6.1.9. In the event of such a delay, the City may also require the CM@Risk to immediately submit a Proposed Recovery Schedule for its review and approval, demonstrating to the City's satisfaction the effect of applying the necessary and continuing Extraordinary Measures required to recover the Substantial Completion date shown in the most currently approved Project Schedule.

6.2 Differing Site Conditions

6.2.1 If CM@Risk encounters a Differing Site Condition, CM@Risk will be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CM@Risk's cost and/or time of performance are adversely impacted by the Differing Site Condition.

6.2.2 Upon encountering a Differing Site Condition, CM@Risk shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. CM@Risk shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been further or substantially disturbed or altered.

6.3 Errors, Ambiguities, Discrepancies and Omissions.

6.3.1 If the CM@Risk observes errors, ambiguities, discrepancies, or omissions in the Contract Documents, they shall promptly notify the Design Professional and request clarification.

6.3.2 If the CM@Risk proceeds with the Work affected by such known errors, ambiguities, discrepancies, or omissions, without receiving such clarifications, they do so at their own risk. Adjustments involving such circumstances made by the CM@Risk prior to clarification by the Design Professional shall be at the CM@Risk's risk.

6.4 City Requested Change in Work.

6.4.1 The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

6.4.2 Such alterations and changes shall not invalidate this Agreement nor release the surety and the CM@Risk agrees to perform the Work as altered, the same as if it has been a part of the

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original Contract Documents.

6.4.3 The City will request a proposal for a change in Work from CM@Risk, and an equitable adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.5. Legal Requirements.

6.5.1. The Contract Price and/or Contract Times shall be adjusted to compensate CM@Risk for the effects of any changes in the Legal Requirements enacted after the date of the Agreement or the date of the GMP proposal, affecting the performance of the Work.

6.6. Change Directives and Change Orders.

6.6.1. City and CM@Risk shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.6.2. All changes in Work authorized by Change Orders shall be performed under the conditions of the Contract Documents

6.7. Minor Changes in the Work

6.7.1. The City has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CM@Risk. The CM@Risk shall carry out such written orders promptly.

6.7.2. CM@Risk may make minor changes in Work, provided, however that CM@Risk shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CM@Risk.

6.7.3. Minor changes in Work will not involve an adjustment in the Contract Price and/or Contract Times.

6.8. Contract Price Adjustments

6.8.1. The increase or decrease in Contract Price resulting from a change in the Work shall be handled in accordance with the provisions of Section 2251.0521 of the Texas Government Code and determined by one or more of the following methods:

6.8.1.1. Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

6.8.1.2. A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; or

6.8.1.3. Estimated cost of the Work, General Conditions Costs, if applicable, Construction Fee and tax.

6.8.2. The markups for overhead and profit that shall be allowed on the Cost of the Work driven by each change shall be no greater than that specified in Section 6.8.5 below.

6.8.3. If an increase or decrease cannot be agreed to as set forth in Subsections 6.8.1.1 through 6.8.1.3 above and City issues a Change Directive, the cost of the change of the Work shall be determined by the verifiable, actual expenses and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit as shown in Section 6.8.5 below. CM@Risk shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

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6.8.4. Cost of the Work for the purposes of this Section 6.8, and in calculating overhead and profit shall be limited to the following:

6.8.4.1. Costs of labor, including applicable and verifiable payroll taxes, fringe benefits required by agreement, workers' compensation insurance, and other employee costs approved by the City;

6.8.4.2. Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

6.8.4.3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the CM@Risk or others;

6.8.4.4. Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

6.8.4.5. Additional, verifiable payroll and subsistence costs incurred by the CM@Risk, Subcontractor, and Sub-subcontractor of field personnel directly attributable to the change.

6.8.5. The allowance for the combined total of onsite and offsite overhead and profit included in the total cost to the City for proposed Change Orders shall be based on the following schedule

6.8.5.1. For the CM@Risk, for Work performed by the CM@Risk's own forces, CM@Risk's fee percentage shown in the GMP plus actual direct jobsite costs associated with the additional work, if any;

6.8.5.2. For the CM@Risk, for Work performed by the CM@Risk's Subcontractor, CM@Risk's fee percentage shown in the GMP plus actual direct jobsite costs associated with the additional work, if any;

6.8.5.3. For each Subcontractor or sub-Subcontractor involved, for Work performed by that Subcontractor or Sub-subcontractor's own forces, ten percent (10%) of the cost;

6.8.5.4. For each Subcontractor, for Work performed by the Subcontractor's sub-Subcontractors, five percent (5%) of the amount due the sub-Subcontractor;

6.8.5.5. Under no circumstance shall costs of the CM@Risk's supervisory, management, administrative or other office personnel, regardless of where stationed, be paid as cost of the Work for such a change. Conversely, the CM@Risk shall be compensated for such personnel within the overhead and profit percentage specified in this Section 6.8.4.

6.8.5.6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can immediately be seen by inspection, shall be accomplished by a complete itemization of quantities and costs including labor, materials, and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also;

6.8.5.7. When both additions and credits are involved in any change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any; and

6.8.5.8. Overtime, when specifically authorized by the City and not as a requirement for the CM@Risk to fulfill its obligations under this Agreement, shall be paid for by the City on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period. Overhead and profit will not be paid by the City for overtime.

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6.8.6. If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to City or CM@Risk because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.8.7. If City and CM@Risk disagree upon whether CM@Risk is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CM@Risk shall resolve the disagreement pursuant to Article 8 hereof.

6.8.7.1. As part of the negotiation process, CM@Risk shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.

6.8.7.2. If the parties are unable to agree and City expects the CM@Risk to perform the services in accordance with City's interpretations, CM@Risk shall proceed to perform the disputed services, conditioned upon City issuing a written order to CM@Risk (i) directing CM@Risk to proceed and (ii) specifying City's interpretation of the services that are to be performed unless otherwise prohibited under Section 2251.0521 of the Texas Government Code.

6.8.8. **Emergencies.** In any emergency affecting the safety of persons and/or property, CM@Risk shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

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Article 7- Procedure for Payment

7.0. For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the City and to its satisfaction, the City agrees to pay the said CM@Risk the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes, if any, and the CM@Risk's Construction Fee, but no more than the GMP as adjusted by any Change Orders. Payment for the specific work under this Agreement will be made in accordance with payment provisions detailed below.

7.1. GMP Payment Request

7.1.1. At the pre-construction conference prescribed in Section 2.4, CM@Risk shall submit for City's review and approval a schedule of values. The schedule of values will serve as the basis for monthly progress payments made to CM@Risk throughout the Work.

7.1.2. At least five (5) working days prior to the date established for a Payment Request, the CM@Risk shall submit an updated Project Schedule and meet with the City's Representative to review the progress of the Work as it will be reflected on the Payment Request.

7.1.3. The Payment Request shall constitute CM@Risk's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that all Work will pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project and payment, therefore.

7.1.4. The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved Project Schedule.

7.1.4.1. For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances upon payment, therefore.

7.1.4.2. For materials and equipment stored off the Site and included in Payment Request, the City must approve the storage. The material and equipment must be stored within Denton County and be accessible for City's inspection. The CM@Risk must protect the City's interest and shall include applicable insurance, bonding, storage, and transportation to the Site.

7.1.4.3. All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.

7.1.5. CM@Risk shall submit payment requests to the City at the beginning of each month beginning with the first month after the construction Notice to Proceed.

7.1.6. With every Payment Request for the Work, CM@Risk will submit an affidavit stating that the CM@Risk has complied with the requirements of Chapter 2258, Texas Government Code. The parties hereto agree that any electronic copy of such affidavit shall be treated as an original for all intents and purposes.

7.2. Payment of GMP

7.2.1. City shall make payment in accordance with the provisions of this Contract and Chapter 2251 of the Texas Government Code. Payment will be made no later than thirty (30) Days after the Payment Request is received by the City, but in each case less the total of payments previously made, and less amounts properly retained under Section 7.3 below.

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7.2.2. City shall pay CM@Risk all amounts properly due. If City determines that there is an error in the Payment Request and the CM@Risk is not entitled to all or part of a Payment Request, it will notify CM@Risk in writing within twenty-one (21) Days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CM@Risk must take to rectify City's concerns. CM@Risk and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, CM@Risk may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.3. Retention on GMP

7.3.1. City will retain five percent (5%) of each Payment Request amount provided.

7.4. **Substantial Completion.** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, City shall release to CM@Risk all retained amounts relating, as applicable, to the entire Work or substantially completed portion of the Work, less an amount of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.5. Final Payment

7.5.1. After receipt of a final Payment Request, City shall make final payment 30 days after the receipt by the City, provided that CM@Risk has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.

7.5.2. At the time of submission of its final Payment Request, CM@Risk shall provide the following information:

7.5.2.1. An affidavit that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished or incurred for or in connection with the Work which will in any way affect City's interests;

7.5.2.2. A general release executed by CM@Risk waiving, upon receipt of final payment by CM@Risk, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment;

7.5.2.3. Conditional waivers and releases executed by all Subcontractors; and

7.5.2.4. Consent of CM@Risk's surety, if any, to final payment (original with raised seal).

7.6. Payments to Subcontractors or Suppliers

7.6.1. CM@Risk shall pay its Subcontractors or suppliers within ten (10) Days of receipt of each progress payment from the City. The CM@Risk shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the CM@Risk shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CM@Risk shall pay Subcontractors or suppliers the reduced retention within ten (10) Days of the payment of the reduction of the retention to the CM@Risk. No contract between CM@Risk and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.6.2. If the CM@Risk fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and CM@Risk agrees that the City may take such actions:

7.6.2.1. To hold the CM@Risk in default under this Agreement;

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7.6.2.2. Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.6.2.3. Reject all future offers to perform work for the City from the CM@Risk for a period not to exceed one year from Substantial Completion date of this Project; or

7.6.2.4. Terminate this Agreement.

7.6.3. All funds paid to the CM@Risk are paid in trust and shall be used for payment of the Subcontractors and Suppliers who have performed work on the Project before the CM@Risk may use any of the funds for any other purpose. Nothing in this provision shall prohibit the CM@Risk from withholding any funds in dispute or back charges or offsets under the provisions of the Subcontract. The CM@Risk shall include a trust fund provision in each subcontract requiring the subcontractor to hold any payment its receives in trust and to use them for payment of its subcontractors and suppliers who have performed work on the Project before Subcontractor may use the funds for any other purpose.

7.6.4. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

7.6.5. CM@Risk shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7. Record Keeping, Audits and Finance Controls

7.7.1. Full and detailed records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to the Cost of the Work for this Project and records of accounts between the City and CM@Risk shall be kept on a generally recognized accounting basis consistently applied, and shall be available for five years after Final Acceptance of the Project, or for such longer period as may be required by law. The accounting and control systems shall be as necessary for proper financial management under this Agreement; and as required to substantiate all costs incurred to the satisfaction of the City.

7.7.2. The City, its authorized representative, and/or the appropriate federal agency (if any), reserve the right to audit the CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

7.7.2.1. Specifically, the City and the City's authorized auditors shall, during regular business hours and upon reasonable notice, be afforded access to electronically or within 50 miles of Denton, and shall be permitted to audit, inspect and copy, the CM@Risk's records and accounts, including complete documentation supporting actual, direct and "bare" labor costs, job–cost coded labor reports, accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other information or data relating to this Agreement.

7.7.3. The City reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of the CM@Risk's records, the audit discloses the CM@Risk has provided false, misleading, or inaccurate cost and pricing data.

7.7.4. The CM@Risk shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

7.7.5. The City reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

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Article 8- Claims and Disputes

8.0. Requests for Contract Adjustments and Relief.

8.0.1. If either CM@Risk or City believes that it is entitled to relief against the other for any event arising out of or related to the Contract, such party shall provide written notice to the other party of the basis for its claim for relief.

8.0.2. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

8.0.3. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) Days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

8.0.4. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1. Dispute Avoidance and Resolution

8.1.1. The parties are fully committed to working with each other throughout the Project and agree to always communicate regularly with each other so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CM@Risk and City each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to the Work.

8.1.2. CM@Risk and City will first attempt to resolve disputes or disagreements at the field level through discussions between CM@Risk's Representative and City's Representative.

8.1.3. If a dispute or disagreement cannot be resolved through CM@Risk's Representative and City's Representative, CM@Risk's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. Should this effort be unsuccessful then the parties may proceed to take appropriate action to enforce any rights or obligations pursuant to the provisions of the Contract.

8.2. Duty to Continue Performance Unless provided to the contrary in the Contract Documents or as provided by statute, CM@Risk shall continue to perform the Work and City shall continue to satisfy its payment obligations to CM@Risk, pending the final resolution of any dispute or disagreement between CM@Risk and City.

8.3. Representatives of the Parties

8.3.1. City's Representatives

8.3.1.1. City designates the City Engineer or their designee as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Subsection 8.1.3.

8.3.1.2. City designates the City's project manager as its City's Representative, which individual has the authority and responsibility set forth in Subsection 8.1.2.

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8.3.2. CM@Risk's Representatives

8.3.2.1. CM@Risk designates the individual listed below as its Senior Representative ("CM@Risk's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Subsection 8.1.3:

Scott DePauw, Executive Vice President
1301 Lawson Road
Fort Worth, Texas 76131
(817) 232-4742

8.3.2.2. CM@Risk designates the individual listed below as its CM@Risk's Representative, which individual has the authority and responsibility set forth in Subsection 8.1.2:

Brian Hennington, Senior Project Manager
1301 Lawson Road
Fort Worth, Texas 76131
(817) 232-4742

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Article 9 – Suspension and Termination

9.0. City's Right to Stop Work

9.0.1. City may, at its discretion and without cause, order CM@Risk in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive Days.

9.0.2. CM@Risk may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

9.1. Termination for Convenience

9.1.1. Upon receipt of written notice to CM@Risk, City may, at its discretion and without cause, elect to terminate this Agreement. In such event, City shall pay CM@Risk only the direct value of its completed Work and materials supplied as of the date of termination and the reasonable costs and expenses attributable to such termination. CM@Risk shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

9.1.2. If the City suspends the Work for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.

9.1.3 Upon such termination, the CM@Risk shall proceed with the following obligations:

9.1.3.1 Stop Work as specified in the notice.

9.1.3.2 Place no further subcontracts or orders.

9.1.3.3 Terminate all subcontracts to the extent they relate to the Work terminated and finalize all settlement proposals.

9.1.3.4 Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of the CM@Risk and which the City has or may acquire an interest.

9.1.4 The CM@Risk shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.

9.1.5 The City shall pay CM@Risk the following.

9.1.5.1 The direct, verifiable value of its completed Work and materials supplied as of the date of termination.

9.1.5.2 The reasonable, verifiable costs and expenses attributable to such termination.

9.1.5.3 CM@Risk shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. Neither shall the CM@Risk be entitled to any costs for lost opportunity, or any other similar, consequential damages. If it appears the CM@Risk would have sustained a loss on the entire Work had it been completed, the CM@Risk shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

9.1.6 The CM@Risk shall maintain all records and documents for five years after final settlement. These shall be maintained and subject to auditing as prescribed in Section 7.7.

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9.2. City's Right to Perform and Terminate for Cause

9.2.1. If the City provides the CM@Risk with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the CM@Risk fails to comply in a time frame specified, the City may have a portion of the Work included in the written order accomplished by other sources.

9.2.2. If CM@Risk persistently fails to: (i) provide a sufficient number of skilled workers; (ii) supply the materials required by the Contract Documents; (iii) comply with applicable Legal Requirements; (iv) timely pay, without cause, Subconsultants and/or Subcontractors; (v) prosecute the Work with promptness and diligence to ensure that the Work is completed within the Contract Times, as such times may be adjusted; or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Subsections 9.2.3 and 9.2.4 below.

9.2.3. Upon the occurrence of an event set forth in Subsection 9.2.2 above, City may provide written notice to CM@Risk, with a copy to the surety, if any, that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) Days of CM@Risk's receipt of such notice.

9.2.3.1. If CM@Risk fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to CM@Risk, with a copy to the surety, if any, of its intent to terminate within an additional seven (7) Day period.

9.2.3.2. If CM@Risk, within such second seven (7) Day period, fails to cure, or reasonably commence to cure, such problem, then City may declare the Agreement terminated for default by providing written notice to CM@Risk of such declaration, with a copy to the surety, if any.

9.2.4. Upon declaring the Agreement terminated pursuant to Subsection 9.2.3.2 above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials which have been purchased for the performance of the Work, all of which CM@Risk hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

9.2.5. In the event of such termination, CM@Risk shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the CM@Risk will only be entitled to be paid for Work performed and accepted by the City prior to its default.

9.2.6. If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CM@Risk shall be obligated to pay the difference to City. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the reprocurement and defense of claims arising from CM@Risk's default.

9.2.7. If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

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Article 10 - Insurance and Bonds

10.0. Insurance Requirements

10.0.1 CM@Risk and Subcontractors shall procure and maintain until all of their obligations under this agreement have been discharged, including until any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the Work hereunder by the CM@Risk, their agents, representatives, employees, or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.3 The City in no way warrants that the minimum limits contained herein are sufficient to protect the CM@Risk from liabilities that might arise out of the performance of the Work under this Agreement by the CM@Risk, their agents, representatives, employees, or subcontractors. CM@Risk is free to purchase such additional insurance as may be determined necessary.

10.1 Minimum Scope and Limits of Insurance. CM@Risk shall provide coverage with limits of liability not less than those stated below:

10.1.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

• General Aggregate/for this Project	$2,000,000/$1,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

The policy shall include endorsement CG2503 Amendment of limits (designated project or premises) in order to extend the policy's limits specifically to the project in question.

The policy shall be endorsed to include the following additional insured language: **"The City of Denton, its Officials, and Employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk. This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."**

10.1.2 Automobile Liability **-** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.
Combined Single Limit (CSL) $1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Denton, its Officials, Employees, and Volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk, including automobiles owned, leased, hired or borrowed by the CM@Risk This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."**

10.1.3 Workers' Compensation and Employers' Liability
Workers' Compensation Statutory

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Employers' Liability	
Each Accident	$100,000
Disease - Each Employee	$100,000
Disease – Policy Limit	$500,000

This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."

10.1.4 Builders' Risk Insurance or Installation Floater
In an amount equal to the initial Contract Price plus additional coverage equal to Contract Price for all subsequent Amendments and/or Change Orders.

10.1.4.1 The City of Denton, its Officials, and Employees, the CM@Risk, and Subcontractors, shall be **named as Additional Insureds** on the policy**.**

10.1.4.2 Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for flood and earth movement.**

10.1.4.3 Policy shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Denton, has an insurable interest in the property required to be covered.

10.1.4.4 Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.1.4.5 Policy must provide coverage from the time any covered property becomes the responsibility of the CM@Risk, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

10.1.4.6 Loss, if any, shall be adjusted with and made payable to the City of Denton as Trustee for the insureds as their interests may appear.

10.1.4.7 This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."

10.1.4.8 CM@Risk is responsible for the payment of all policy deductibles.

10.2 **Additional Insurance Requirements.** The policies shall include, or be endorsed to include the following provisions:

10.2.1 On insurance policies where the City of Denton is named as an additional insured, the City of Denton shall be an additional insured to the full limits of liability purchased by the CM@Risk even if those limits of liability are in excess of those required by this Agreement.

10.2.2 The CM@Risk's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

10.2.3 Coverage provided by the CM@Risk shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.2.4 PROFESSIONAL LIABILITY INSURANCE

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

10.3 **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage, materially changed, or endorsed to lower limits except after thirty (30) Days prior written notice has been given to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.

10.4 **Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Texas and with an "A.M. Best" rating of at least A or better. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the CM@Risk from potential insurer insolvency.

10.5 Verification of Coverage

10.5.1 CM@Risk shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.5.2 All certificates and endorsements are to be received and approved by the City before Work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the contract.

10.5.3 All certificates required by this Agreement shall be sent directly to City's Senior Representative. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

10.5.4 If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the CM@Risk must:

- **Submit a current insurance certificate (dated within 15 Days of the Payment Request submittal) with each Payment Request form. The Payment Request will be rejected if the insurance certificate is not submitted with the Payment Request.**

10.6 **Subcontractors.** CM@Risk's certificate(s) shall include all Subcontractors as additional insureds under its policies **or** CM@Risk shall furnish to the City separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

10.7 **Approval.** Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

10.8 Bonds and Other Performance Security.

10.8.1 Prior to execution of this Agreement, the CM@Risk must provide a performance bond, maintenance bond, at the City's discretion, and a payment bond, each in an amount equal to the total contract price of the GMP set forth in this Agreement. In addition to any criteria set forth

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in this provision, the performance and payment bonds must comply with all requirements of Chapter 2253 of the Texas Government Code.

10.8.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Texas, issued by the Director of the Texas Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued, updated, or certified within two years prior to the execution of this Agreement.

10.8.3 The bonds shall be made payable and acceptable to the City of Denton.

10.8.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Texas or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.8.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CM@Risk shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.8.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of “A- or better for the prior four quarters” by the A.M. Best Company.

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Article 11 – Indemnification

11.1 CM@Risk's General Indemnification.

11.1.1 CM@RISK AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DENTON, ITS OFFICERS, AGENTS AND EMPLOYEES, AND ANY JURISDICTION OR AGENCY ISSUING PERMITS FOR ANY WORK INCLUDED IN THE PROJECT, THEIR OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, (HEREINAFTER REFERRED TO AS "INDEMNITEES", FROM ALL SUITS AND CLAIMS, INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION, ACTIONS, LOSS, DAMAGE, EXPENSE, COST OR CLAIMS OF ANY CHARACTER OR ANY NATURE ARISING OUT OF THE WORK DONE IN FULFILLMENT OF THE TERMS OF THE CONTRACT DOCUMENTS OR ON ACCOUNT OF ANY ACT, CLAIM OR AMOUNT ARISING OR RECOVERED UNDER WORKER'S COMPENSATION LAW OR ARISING OUT OF THE FAILURE OF THE CM@RISK, ITS OFFICERS, EMPLOYEES, AGENTS, OR ITS SUBCONTRACTORS OR THE SUBCONTRACTORS' OFFICERS, EMPLOYEES OR AGENTS, TO CONFORM TO ANY STATUTES, ORDINANCES, REGULATION, LAW OR COURT DECREE. IT IS AGREED THAT THE CM@RISK WILL BE RESPONSIBLE FOR PRIMARY LOSS INVESTIGATION, DEFENSE, AND JUDGMENT COSTS WHERE THIS INDEMNIFICATION PROVISION APPLIES. IN CONSIDERATION OF THE AWARD OF THIS CONTRACT, THE CM@RISK AGREES TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FOR LOSSES ARISING FROM THE WORK PERFORMED BY THE CM@RISK, ITS OFFICERS, EMPLOYEES, AGENTS, OR ITS SUBCONTRACTORS OR THE SUBCONTRACTORS' OFFICERS, EMPLOYEES OR AGENTS, OR ITS SUBCONTRACTORS FOR THE CITY. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY.

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Article 12 – General Provisions

12.1 Contract Documents

12.1.1 Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) and used as the basis for the Guaranteed Maximum Price Proposal; GMP, Performance Bond, Payment Bond, Maintenance Bond, if applicable, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. Anything shown on the Plans but not mentioned in the Specifications or vice-versa, or anything not expressly set forth in either, but which is reasonably implied, shall be furnished as though specifically shown and mentioned in both without any extra charge.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.

12.1.3.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings. No work shown on the plans, the dimensions of which are not figured, shall be executed until instructions have been obtained from the Design Professional as to the dimensions to be used.

12.1.3.2 Project Specific plans take precedence over Specifications. Should there be a conflict within the Specifications; or within the Plans; or between the Plans and Specifications; however, the Design Professional be made aware of such conflict in writing, and shall decide, after consultation with the City, which stipulation will provide the best installation and its decision shall be final; provided however, any conflict not presented in writing shall be the sole discretion of the City

12.1.3.3 The Plans, for purposes of clearness and legibility, are essentially diagrammatic, and although the sizes and locations of equipment are shown to scale wherever possible, the CM@Risk, Subcontractors, and Sub-subcontractors are required to familiarize themselves with all the Work required by the Contract Documents. The CM@Risk, other Contractors, Subcontractors, and Sub-subcontractors shall properly coordinate its work with that of the City and all other Contractors. It is not within the scope of the Plans to show all necessary offsets, obstructions or structural conditions. It shall be the responsibility of the CM@Risk and each Contractor to plan, coordinate, and install its work in such a manner so as to conform to the structure. Any conflict within the Plans shall be referred to the Design Professional for disposition prior to the installation of any affected work.

12.1.3.4 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Preconstruction Phase Contract, the Contract Documents take precedence over the Preconstruction Phase Contract.

12.1.4 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.5 The Contract Documents form the entire agreement between City and CM@Risk and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

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12.2 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 **Time is of the Essence.** City and CM@Risk mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 **Mutual Obligations.** City and CM@Risk commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 **Cooperation and Further Documentation.** The CM@Risk agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

12.6 **Assignment.** Neither CM@Risk nor City shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

12.7 **Successorship.** CM@Risk and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.8 **Third Party Beneficiary.** Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the CM@Risk, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the CM@Risk and not for the benefit of any other party.

12.9 **Governing Law.** The Agreement and all Contract Documents shall be deemed to be made under and shall be construed in accordance with and governed by the laws of the State of Texas without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought and tried in the district courts of Denton County, Texas, and for this purpose, each party hereby expressly and irrevocably consents to the sole and exclusive jurisdiction and venue of such Court with the City consenting only to the extent allowed by statute and otherwise reserving all rights and defenses.

12.10 **Severability.** If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 **Compliance with Federal Laws.** CM@Risk understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@Risk agrees to comply with these laws, as well as any other federal laws that may apply, in performing the Contract Documents and to permit the City to verify such compliance.

12.12 **Legal Requirements.** CM@Risk shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements. It is not the CM@Risk's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CM@Risk recognizes that portions of the Construction Documents are at variance therewith, the CM@Risk shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.

12.13 **Fair Treatment of Workers.** The CM@Risk shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. They shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders, and decrees; this includes, but is not limited to laws and regulations ensuring fair and

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equal treatment for all employees and against unfair employment practices, including OSHA and the Fair Labor Standards Act (FLSA). The CM@Risk shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of such, whether by himself or his employees.

12.14 **Independent Contractor.** The CM@Risk is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct the CM@Risk as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the CM@Risk shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.15 **Survival.** All warranties, representations, and indemnifications by the CM@Risk shall survive the completion or termination of this Agreement.

12.16 **Covenant Against Contingent Fees**. The CM@Risk warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding fora commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Denton has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Denton shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.17 **No Waiver.** The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.18 **Notice.**

12.18.1 Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or mailed by certified mail, postage prepaid, return receipt requested or by e-mail; provided however, that e-mail shall not be a permissible method of delivery for any notice, request, instruction or other document that requires execution by both parties, and shall be deemed given upon (a) confirmation of receipt of an e-mail transmission,(b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CM@Risk:
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, TX 76131

to City:

Materials Management
ATTN: Contract 8558; Purchasing Manager
901B Texas Street
Denton, Texas 76209
purchasing@cityofdenton.com

With a Copies to:

City Attorney
215 E. McKinney Street
Denton, Texas 76201
legal@cityofdenton.com

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Kristine Stewart
401 N Elm St.
Denton, Texas 76201
kristine.stewart@cityofdenton.com

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

12.18.2 Notices Related to Payment, Securities-in-lieu, Bonds. Any notice, request, instruction, or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds, or other instrument securing the performance of this Agreement, including

but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to Contractor:

Reilly Freeman, Vice President of Finance
1301 Lawson Road
Fort Worth, Texas 76131
(817) 232-4742
RFreeman@steelefreeman.com

to City:

City of Denton
ATTN: Contract 8558; Purchasing Manager
901B Texas Street
Denton, Texas 76209
purchasing@cityofdenton.com

With a Copies to:

City Attorney
215 E. McKinney Street
Denton, Texas 76201
legal@cityofdenton.com

Kristine Stewart
401 N Elm St.
Denton, Texas 76201
kristine.stewart@cityofdenton.com

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

12.19 Equal Opportunity/Affirmative Action

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12.19.1 The CM@Risk shall comply with the provisions of this Agreement, and the requirements of state, federal, and local law and regulation, pertaining to discrimination and accepting applications or hiring employees. The CM@Risk shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice. The CM@Risk will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or

services in connection with this Agreement. The CM@Risk further agrees that this clause will be incorporated in all subcontracts, job-consultant contracts of this Contract entered into by the CM@Risk.

12.19.2 The City extends to each individual, firm, vendor, supplier, contractor, and Subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of Disadvantaged and/or Minority-owned or Woman-owned business to reflect both the industry and community ethnic composition.

12.19.3 The following two paragraphs apply to the CM@Risk named herein and shall appear in all contracts between the CM@Risk and any and all Subcontractors who are employed on this Project. The CM@Risk further agrees that the two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this contract.

"Any Party (Subcontractor), in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice.

The Party (Subcontractor) will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship."

The CM@Risk further agrees that the above two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this contract.

12.20 Confidentiality of Plans & Specifications

12.20.1 Any plans or specifications you receive regarding this Project are for official use only. You may not share them with others except as required to fulfill the obligations of your Contract with the City.

12.20.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by the CM@Risk shall include the following language: "These plans are for official use only and may not be shared with others except as required to fulfill the obligations of your contract with the City of Denton".

12.21 Hazardous Materials

12.21.1 The CM@Risk is responsible for compliance with any requirements included in the Contract Documents regarding Hazardous Materials or Substances.

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12.21.2 If the CM@Risk encounters a Hazardous Material or Substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the CM@Risk, the CM@Risk shall, upon recognizing the condition, immediately stop Work in the affected area and notify the City of the condition in writing.

12.21.3 If the suspected Hazardous Material is found to contain asbestos, PCB or other recognized hazardous substances or materials the CM@Risk shall not resume work in the affected area until the material has been abated or rendered harmless. The CM@Risk and the City may agree, in writing, to continue work in non-affected areas onsite.

12.21.4 An extension of Contract Time may be granted in accordance with Article 6.

12.21.5 The CM@Risk will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.21.6 The CM@Risk shall certify, in a form acceptable to City that no Hazardous Materials have been incorporated into the Work.

12.21.7 TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CM@RISK SHALL INDEMNIFY AND HOLD HARMLESS CITY, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY THE CM@RISK OR BY ANYONE FROM WHOM CM@RISK IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH SHALL OBLIGATE CM@RISK TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.

12.22 Traffic Control. CM@Risk will comply with all provisions of the then current Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

12.23 Immigration Nationality Act. CM@Risk shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, CM@Risk shall provide City with copies of all I-9 forms and supporting eligibility documentation for each CM@Risk employee who performs work under this Agreement. CM@Risk shall adhere to all federal and state laws as well as establish appropriate procedures and controls so that no services will be performed by any CM@Risk employee who is not legally eligible to perform such services**. CM@RISK SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CM@Risk's EMPLOYEES.** City, upon written notice to CM@Risk, shall have the right to immediately terminate this Agreement for violations of this provision by CM@Risk.

12.24 Prohibition on Contracts with Companies Boycotting Israel. CM@Risk 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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (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.

12.25 Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

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CM@Risk 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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (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.

12.26 **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**. CM@Risk 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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (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.

12.27 **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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk, 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.

12.28 **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.

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CITY OF DENTON, TEXAS

BY: _____

_____
Printed Name

_____
Title

CM@Risk

BY: DocuSigned by: Michael Freeman
0AB7C48B8A0D4A4...

Michael Freeman
Printed Name

Chief Executive Officer
Title

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

Signed by: Seth Garcia
A13701F6BC954FC...
SIGNATURE

Seth Garcia
PRINTED NAME

Director of Capital Projects
TITLE

Capital projects
DEPARTMENT

Docusign Envelope ID: 97979910-892A-48DC-A34C-3D6FDF4F4CDC

PROJECT:
LINDA McNATT ANIMAL CARE & ADOPTION CENTER

SFI JOB No. :
5624

ARCHITECT:
QUORUM ARCHITECTS, INC.
825 W VICKEY BLVD, SUITE 100
FORT WORTH, TEXAS 76104

PROJECT DESCRIPTION

This project includes the renovation and expansion of the Animal Services building. The Linda McNatt Animal Services Building is located in North Denton on US-77 (aka North Elm St).

The main goal of the project is to deliver additional space for dog adoption, staff office space and maximize storage. Major renovations are needed on HVAC and to improve sound absorption. Animals and staff may need to be temporarily relocated. The anticipated staff growth is 22 to 29 in the next five years. Key scope items will include but will not be limited to:

- Additional dog kennel adoption space
- Additional office and storage space
- Dedicated conference room
- Additional dog run space
- Additional washer and dryers
- Upgrade HVAC system
- Improve sound absorption
- Replace artificial turf
- Provide trenches/improved drainage for existing kennels
- Provide integrated power washing/cleaning system
- New cat kennels
- Update surgery suite
- Address concerns regarding retention pond

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STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

SFI Exhibit 'B' - GMP Proposal No. 1
04/10/2026 : Date

PROJECT:
LINDA McNATT ANIMAL CARE & ADOPTION CENTER

SFI JOB No. :
5624

ARCHITECT:
QUORUM ARCHITECTS, INC.
825 W VICKERY BLVD, SUITE 100
FORT WORTH, TEXAS 76104

GMP Summary					AMOUNT
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)				$13,826,488.00
B.	CM@Risk's Contingency – Base				$404,998.00
C.	Additional Marketplace Risk Contingency				$164,405.00
INDIRECT COSTS				RATE	
D.	Construction Fee			4%	$575,835.00
E.	General Conditions				$1,633,177.00
	E1	Payment and Performance Bond	$134,500	0.81%	
	E2	Insurance			
		- Builders Risk	$41,512	0.25%	
		- Subcontractor Default Insurance	$205,229	1.65%	
		- General / Excess Liability	$76,383	0.46%	
	E3	Two Year Maintenance Bond	$28,228	0.17%	
F.		Approved Alternates			$430,977.00
			G. TOTAL GMP		**$17,035,880.00**
			H. Owner's Contingency		**$511,076.00**
			I. Contract Amount		**$17,546,956**

Substantial Completion **548** **Calendar Days**

Final Completion **632** **Calendar Days**

See Exhibit E – Schedule for Details

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STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

SFI Exhibit 'B' - Project Manual Drawings
04/10/2026 : Date

PROJECT:
LINDA McNATT ANIMAL CARE & ADOPTION CENTER

SFI JOB No. :
5624

ARCHITECT:
QUORUM ARCHITECTS, INC.
825 W VICKERY BLVD, SUITE 100
FORT WORTH, TEXAS 76104

ITEM / SHEET No.	DESCRIPTION	DATED	ADDENDUM
	GENERAL		
G-001	TITLE SHEET	February 12, 2026	**ADDENDA #2**
G-002	LIFE SAFETY AND CODE ANALYSIS	February 12, 2026	**ADDENDA #2**
G-003	PHASING - SITE PLAN	January 27, 2026	
G-004	PHASING - FLOOR PLAN	January 27, 2026	
G-005	ACCESSIBILITY GUIDELINES (TAS)	January 27, 2026	
G-006	ACCESSIBILITY GUIDELINES (TAS)	January 27, 2026	
G-007	ACCESSIBILITY GUIDELINES (TAS)	January 27, 2026	
G-008	ACCESSIBILITY GUIDELINES (TAS)	January 27, 2026	
G-009	ACCESSIBILITY GUIDELINES (TAS)	January 27, 2026	
	CIVIL		
C1.01	COVER SHEET	January 27, 2026	
C2.01	GENERAL NOTES	January 27, 2026	
C3.01	SUMMARY OF QUANTITIES	January 27, 2026	
C4.01	FINAL PLAT	June 6, 2014	
C5.01	DEMOLITION PLAN	January 27, 2026	
C6.01	APPROVED ZONING COMPLIANCE PLAN	January 27, 2026	
C7.01	DIMENSIONAL CONTROL PLAN	February 13, 2026	**ADDENDA #2**
C8.01	EXISTING DRAINAGE AREA MAP	January 27, 2026	
C8.02	PROPOSED DRAINAGE AREA MAP	January 27, 2026	
C9.01	GRADING PLAN	January 27, 2026	
C9.50	GRADING PLAN DETAILS	January 27, 2026	
C9.60	DETENTION POND PLAN	February 13, 2026	**ADDENDA #2**
C9.61	DETENTION POND CALCULATIONS	January 27, 2026	
C9.62	DETENTION POND OPERATION & MAINTENANCE MANUAL	January 27, 2026	
C10.01	OVERALL UTILITY PLAN (WATER & STORM)	January 27, 2026	
C11.01	STORM PLAN	February 13, 2026	**ADDENDA #2**
C11.02	PRIVATE STORM PLAN	January 27, 2026	
C11.50	STORM PROFILES	January 27, 2026	
C12.01	WATER PLAN	January 27, 2026	
C12.50	WATER PROFILE	January 27, 2026	
C12.51	CITY OF DENTON WATER GIS DATA	January 27, 2026	
C14.01	PAVING PLAN	January 27, 2026	
C15.01	SIGNAGE & STRIPING PLAN	January 27, 2026	
C17.01	EROSION CONTROL PLAN	January 27, 2026	
C17.50	EROSION CONTROL DETAILS	January 27, 2026	
C18.01	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.02	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.03	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.04	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.05	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.06	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.07	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.08	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.09	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.10	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.11	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.12	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.13	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.14	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.15	CITY OF DENTON STANDARD DETAILS	January 27, 2026	

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C18.16	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.17	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
C18.18	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
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C18.20	CITY OF DENTON STANDARD DETAILS	January 27, 2026	
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PROJECT MANUAL FOR THE CONSTRUCTION OF LINDA McNATT ANIMAL CARE & ADOPTION CENTER DATED JANUARY 27, 2026

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21 13 00	AUTOMATIC SPRINKLER SYSTEMS	February 19, 2026	**ADDENDA #3**
DIVISION 22 - PLUMBING			
22 00 10	BASIC PLUMBING REQUIREMENTS	February 19, 2026	**ADDENDA #3**
22 05 06	PLUMBING DEMOLITION	February 19, 2026	**ADDENDA #3**
22 05 12	PLUMBING AND ELECTRICAL COORDINATION	February 19, 2026	**ADDENDA #3**
22 05 29	PLUMBING SUPPORTS AND ANCHORS	February 19, 2026	**ADDENDA #3**
22 05 53	PLUMBING IDENTIFICATION	February 19, 2026	**ADDENDA #3**
22 05 93	PLUMBING TESTING, ADJUSTING AND BALANCING	February 19, 2026	**ADDENDA #3**
22 07 16	PLUMBING PIPING AND EQUIPMENT INSULATION	February 19, 2026	**ADDENDA #3**
22 10 00	PLUMBING PIPING	February 19, 2026	**ADDENDA #3**
22 10 01	PLUMBING SPECIALTIES	February 19, 2026	**ADDENDA #3**
22 11 19	PIPING SPECIALTIES	February 19, 2026	**ADDENDA #3**
22 30 00	PLUMBING EQUIPMENT	February 19, 2026	**ADDENDA #3**
22 40 01	PLUMBING FIXTURES	February 19, 2026	**ADDENDA #3**
DIVISION 23 - HEATING, VENTILATINGM AND AIR-CONDITIONING (HVAC)			
23 00 10	BASIC MECHANICAL REQUIREMENTS	February 19, 2026	**ADDENDA #3**
23 05 06	MECHANICAL DEMOLITION	February 19, 2026	**ADDENDA #3**
23 05 12	MECHANICAL AND ELECTRICAL COORDINATION	February 19, 2026	**ADDENDA #3**
23 05 53	MECHANICAL IDENTIFICATION	February 19, 2026	**ADDENDA #3**
23 05 93	MECHANICAL TESTING, ADJUSTING AND BALANCING	February 19, 2026	**ADDENDA #3**
23 07 13	HVAC DUST INSULATION	February 19, 2026	**ADDENDA #3**
23 09 00	INSTRUMENTATION AND CONTROL FOR HVAC	February 19, 2026	**ADDENDA #3**
23 31 13	METAL DUCTWORK	February 19, 2026	**ADDENDA #3**
23 31 13.19	DUCTWORK ACCESSORIES	February 19, 2026	**ADDENDA #3**
23 37 13	AIR OUTLETS AND INLETS	February 19, 2026	**ADDENDA #3**
23 75 33	OUTSIDE AIR HANDLING UNITS	February 19, 2026	**ADDENDA #3**
23 81 26	SPLIT DX COOLING/HEATING SYSTEMS	February 19, 2026	**ADDENDA #3**
23 89 65	MOTOR CONTROLLERS	February 19, 2026	**ADDENDA #3**
DIVISION 26 - ELECTRICAL			
26 05 10	GENERAL REQUIREMENTS FOR ELECTRICAL WORK	February 19, 2026	**ADDENDA #3**
26 05 12	MECHANICAL AND ELECTRICAL COORDINATION	February 19, 2026	**ADDENDA #3**
26 05 19	WIRES AND CABLES	February 19, 2026	**ADDENDA #3**
26 05 20	WIRE CONNECTION AND DEVICES	February 19, 2026	**ADDENDA #3**
26 05 26	GROUNDING	February 19, 2026	**ADDENDA #3**
26 05 27	SEALING OF PENETRATIONS	February 19, 2026	**ADDENDA #3**
26 05 29	SUPPORTING DEVICES	February 19, 2026	**ADDENDA #3**
26 05 32	PULL AND JUNCTION BOXES	February 19, 2026	**ADDENDA #3**
26 05 33	CONDUITS	February 19, 2026	**ADDENDA #3**
26 05 34	OUTLET BOXES	February 19, 2026	**ADDENDA #3**
26 09 26	MISCELLANEOUS ITEMS	February 19, 2026	**ADDENDA #3**
26 09 43	DIGITAL NETWORK LIGHTING CONTROLS	February 19, 2026	**ADDENDA #3**
26 24 16	PANELBOARDS	February 19, 2026	**ADDENDA #3**
26 24 17	DISTRIBUTION PANELBOARDS	February 19, 2026	**ADDENDA #3**

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26 25 51	GENERATOR DOCKING STATION	February 19, 2026	**ADDENDA #3**
26 27 13	ELECTRIC SERVICE ENTRANCE	February 19, 2026	**ADDENDA #3**
26 27 14	ELECTRIC METERING	February 19, 2026	**ADDENDA #3**
26 27 16	CABINETS	February 19, 2026	**ADDENDA #3**
26 27 26	WIRING DEVICES	February 19, 2026	**ADDENDA #3**
26 28 16	OVERCURRENT PROTECTIVE DEVICES	February 19, 2026	**ADDENDA #3**
26 28 17	DISCONNECT SWITCHES	February 19, 2026	**ADDENDA #3**
26 29 13	MOTORS, MOTOR STARTERS AND CONTROLS	February 19, 2026	**ADDENDA #3**
26 36 23	AUTOMATIC TRANSFER SWITCHES	February 19, 2026	**ADDENDA #3**
26 43 13	SURGE PROTECTION DEVICES (SPDS)	February 19, 2026	**ADDENDA #3**
26 51 13	LIGHTING	February 19, 2026	**ADDENDA #3**
DIVISION 27 - STRUCTURED CABLING			
27 10 00	STRUCTURED CABLING	February 13, 2026	**ADDENDA #2**
27 15 01.11	CONDUCTORS AND CABLES FOR ELECTRONIC SECURITY	February 13, 2026	**ADDENDA #2**
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY			
28 05 00	COMMON WORK FOR ELECTRONIC SECURITY	February 13, 2026	**ADDENDA #2**
28 08 00	COMMISSIONING OF ELECTRONIC SECURITY	February 13, 2026	**ADDENDA #2**
28 10 00	ACCESS CONTROL SYSTEM	February 13, 2026	**ADDENDA #2**
28 31 07	EXTENSION OF EXISTING FIRE ALARM SYSTEM	February 19, 2026	**PRE-BID RFI NO. 10**
DIVISION 31 - EARTHWORK			
31 00 00	EARTHWORK	January 27, 2026	
31 10 00	SITE DEMOLITION AND CLEARING	January 27, 2026	
31 23 00	EXCAVATOIN AND FILL	January 27, 2026	
31 23 16	CIVIL EXCAVATING, BACKFILLING, AND COMPACTION	January 27, 2026	
31 23 33	TRENCHING	January 27, 2026	
31 41 00	SHORING AND BRACING	January 27, 2026	
31 63 29	DRILLED CONCRETE PIERS AND SHAFTS	January 27, 2026	
DIVISION 32 - EXTERIOR IMPROVEMENTS			
32 00 00	CONCRETE SCREENING WALL	January 27, 2026	
32 13 13	PORTLAND CEMENT CONCRETE PAVING AND CURBS	January 27, 2026	
32 17 13	CONCRETE WHEEL STOPS	January 27, 2026	
32 17 23	PAVEMENT MARKINGS	January 27, 2026	
32 18 13	SYNTHETIC GRASS SURFACING	January 27, 2026	
32 31 13	CHAIN LINK FENCING AND GATES	January 27, 2026	
32 31 32	WOOD COMPOSITE FENCE AND GATES	January 27, 2026	
32 84 00	IRRIGATION SYSTEM	January 27, 2026	
32 90 00	LANDSCAPING PLANTING	January 27, 2026	
DIVISION 33 - UTILITIES			
33 10 00	WATER UTILITIES	January 27, 2026	
33 30 00	SANITARY SEWERAGE UTILITIES	January 27, 2026	
33 40 00	STORM DRAINAGE UTILITES	January 27, 2026	

ADDENDUM'S

	ADDENDUM NO. 1	January 30, 2026
	ADDENDUM NO. 2	February 13, 2026
	ADDENDUM NO. 3	February 19, 2026
	ADDENDUM NO. 4	March 9, 2026

PRE-BID RFI'S - PERMIT SET OF DOCUMENTS DATED DECEMBER 12, 2025 (PRIOR TO BID SET ISSUE)

PRE-BID RFI #		DATED	RETURNED
1	CONTINUOUS RIGID INSULATION	January 8, 2026	January 28, 2026
2	AESS STEEL AND CMU WALL REINFORCING	January 8, 2026	January 28, 2026
3	TRENCH DRAIN QUESTION	January 9, 2026	January 28, 2026
4	FRENCH DRAIN QUESTION	January 9, 2026	January 28, 2026

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5	BUILDING PAD PREPARATION	January 15, 2026	January 28, 2026
6	ENVIRON. SITE ASSESSMENT/ASBESTOS, DETENTION POND	January 15, 2026	January 28, 2026
7	GAS LINE QUESTION	January 15, 2026	January 28, 2026
8	SCREEN WALL STRUCTURAL FOUNDATION QUESTIONS	January 20, 2026	January 28, 2026
9	RESIDENTIAL APPLIANCE AND WINDOW SHADE QUESTION	January 21, 2026	January 28, 2026
10	DEMOLITION QUESTIONS	January 21, 2026	January 28, 2026
11	ADD HAWK PRECAST TO SCREEN WALL SPEC, CAST STONE SPEC	January 23, 2026	January 28, 2026
12	RETAIL SHELVING QUESTION	January 23, 2026	January 28, 2026

PRE-BID RFI'S - BID SET OF DOCUMENTS DATED JANUARY 27, 2026

PRE-BID RFI #		DATED	RETURNED
1	FRENCH DRAIN QUESTION	January 27, 2026	February 11, 2026
2	HEIGHT OF TENSILE SHADE STRUCTURE	February 1, 2026	February 11, 2026
3	X-RAY MACHINE QUESTIONS	February 3, 2026	February 11, 2026
4	ALT NO. 6 CEILING QUESTIONS, AND OTHER CEILING QUESTION	February 5, 2026	February 11, 2026
5	SUBSTITUTION REQUEST - CANOPY SOLUTIONS	February 6, 2026	February 11, 2026
6	PVC VENT AND PEX QUESTION	February 6, 2026	February 19, 2026
7	ACOUSTICAL PANEL AND HARDWARE SET QUESTIONS	February 12, 2026	February 19, 2026
8	SUBSTITUTION REQUEST - OTTO ENVIRONMENTAL	February 17, 2026	February 19, 2026
9	SUBSTITUTION REQUEST - EAST TEXAS CANOPIES	February 17, 2026	February 19, 2026
10	FIRE ALARM SPECIFICATION AND EMERGENCY RADIO QUESTION	February 17, 2026	February 19, 2026
11	SUBSTITUTION REQUEST - ALLEGION COMPANIES	February 19, 2026	February 19, 2026
12	30X30 ACT TILE QUESTION	February 19, 2026	February 19, 2026
13	INTEGRAL BLIND QUESTION	February 20, 2026	February 23, 2026
14	MODIFIED BITUMEN SPECIFICATION	February 23, 2026	February 24, 2026
15	SECURITY CAMERA QUESTIONS	March 13, 2026	March 20, 2026
16	RESINOUS FLOORING QUESTIONS	March 13, 2026	

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STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

SFI Exhibit 'B' - Allowances
04/10/2026 : Date

PROJECT:
LINDA McNATT ANIMAL CARE & ADOPTION CENTER

SFI JOB No. :
5624

ARCHITECT:
QUORUM ARCHITECTS, INC.
825 W VICKEY BLVD, SUITE 100
FORT WORTH, TEXAS 76104

ALLOWANCES	DESCRIPTION	AMOUNT
1	Construction Contingency - Base	$404,998
1a	Construction Contingency - Alternates 3-8	$10,511
2	Additional Marketplace Risk Contingency - Base	$164,405
2a	Additional Marketplace Risk Contingency - Alternates 3-8	$4,266
3	Owner Contingency (Carried in Owner's Project Budget)	$0
4	Pier Casing Allowance	$200,000
5	Hoisting and Equipment	$157,301
6	Erosion Control	$53,742
7	General Clean-up	$111,442
8	Dumpster	$100,000
9	Relocation and maintenance of Temporary Dog runs	$10,000
10	New and re-coating of existing EIFS (See Exhibit D - Clarifications & Exhibit G Unit Prices)	$49,392
11	Coordination of new and existing hardware with Access Control equipment	$35,000
12	Anesthesia Machines	$27,300
13	Patching of Resinous floors in existing areas	$10,000
	ALLOWANCES INCLUDED IN GMP	**$1,338,357**

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STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

SFI Exhibit 'B - Clarifications
04/10/2026 : Date

PROJECT:
LINDA McNATT ANIMAL CARE & ADOPTION CENTER

SFI JOB No. :
5624

ARCHITECT:
QUORUM ARCHITECTS, INC.
825 W VICKERY BLVD. SUITE 100
FORT WORTH, TEXAS 76104

List of Clarifications, Qualifications, & Assumptions

1 Pandemics or global disruption issues may delay delivery of equipment and/or labor. Any and all delays related to pandemics, global disruptions or unforeseen circumstances outside the Construction Managers control shall be claimed as a day per day delay.

Div 01 General Requirements

1 We have excluded state sales tax on INCORPORATED materials.
2 We have excluded tap, impact & meter fees.
3 The Building Permit cost has been excluded.
4 Plat by others.
5 Bids are based on 100% CD drawings and specifications and other information in this Exhibit B.
6 We have excluded materials testing and special inspections.
7 It is assumed that the contract documents have been reviewed to meet Federal, state and local codes.
8 We exclude all seismic requirements referenced in the specifications due to the Project's location in Denton does not require any Seismic consideration.
9 Deposits required in advance to procure materials will be included on the pay application within the same pay period in which payment is due for deposit to the subcontractors / suppliers.
10 Materials that are stored onsite or stored at subcontractor's warehouse will be included on pay applications. Invoices, insurance certificates, and photos of stored materials will be provided.
11 All unforeseen scope not clearly identified , not quantified and/or not properly referenced in the contract will be presented to the Owner as a Proposed Change (PC).
12 This project is not a LEED project, therefor VOC Content Restriction (greater than federal or state requirements) and Commissioning is excluded.
13 Video of recorded training will be provided on a thumb drive.
14 Temporary Environmental Controls, Flush Out & Air contaminant testing is not included in this scope of work.
15 SFI will notify the Design team of any priority submittals and the importance to ensure project stays on schedule. If additional time is required for approval, then delay to material fabrication and delivery could affect the construction schedule.
16 Perspective drawings and/or architectural renderings are for conceptual purposes only. Materials, finishes and implied design shall not be inferred from perspective drawings.
17 Franchise utility service charges have been excluded for communication lines, , Atmos gas, etc.. Any electrical power service charges will be paid directly by the City
18 Delegated Design submittals are recognized for the following sections: 03 10 00 Concrete Forming and Accessories, 03 20 00 Concrete Reinforcing, 05 12 00 Structural Steel Framing (Design Connections), 05 40 00 Cold Formed Metal Framing (Design Calculations), 05 44 00 Cold Formed Metal trusses, 07 40 00 Cladding Support Systems, 09 50 00 Acoustical Ceilings, 13 31 23 Pre-engineered Tensile Shade Structures, 21 13 00 Automatic Sprinkler Systems, 32 00 00 Concrete Screening Wall, 32 84 00 Irrigation System. No other Delegated Design requirements are recognized unless noted by section.
19 Unforeseen material delivery and availability issues beyond Steele & Freeman's control shall claimed as defined in the Agreement.
20 All utilities including but not limited to domestic water, irrigation water, electricity, gas and communications shall be transferred into the Owners name at Substantial Completion. These utilities shall be the responsibility of the Contractor until Substantial Completion, and then of Owner to provide funding from the Date of Substantial completion. All utilities from this date shall not be funded thru the GMP Budget.
21 Substantiation of subcontractor's billings with each monthly application for payment to the Owner is limited to the "Total Completed to Date" amount on the SFI Subcontractor Application for Payment and to Column G "Total Completed and Stored to Date" on the subcontractors detailed schedule of values.

Div 02 Existing Conditions

1 Hazardous materials identification, testing, abatement, removal, demolition, and/or disposal is excluded.
2 We have included initial costs to relocate the existing dog kennels and synthetic turf in the sub quotes, and an additional allowance to maintain and eventually remove at project completion these temporary runs (see Exhibit C - Allowances).

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Div 03 Concrete

1 All piers have been bid as dry, with an anticipated bid depth of 21' per the documents. A pier casing allowance is included per the Specifications (see Exhibit C - Allowances).

2 Refer to Exhibit G for the unit prices per pier type to adjust the pier bid depth per LF, as well as unit costs and mobilization costs required if casing is required.

3 All exposed slab finishes to be Class B

4 Includes the specified Stego - 15 Mil Pango Wrap Termite / Vapor Barrier in lieu of termite treatment of the soil.

Div 05 Metals

1 We have excluded AISC certifications and inspections. (Cooperation with the Owner's inspector is included).

2 This project includes minimal AESS Level 1 only as noted on Permit Pre-Bid RFI No. 2 for the exposed structural steel column and beams at the exterior dog kennels.

3 All material sizing to comply with U.L. requirements is the responsibility of the Architect and Engineer and not the Construction Manager. Upsizing of steel beyond what is clearly shown, sized and located in the contract documents is excluded.

4 The final version of the Section 05 40 00 light gauge framing and Section 05 44 00 light gauge steel truss shop drawings will include design calculations for framing members and accessories as specified.

Div 06 Woods, Plastics, and Composites

1 All millwork has been bid to be built to AWI Standards per the specs. AWI Labels are not noted and are excluded.

Div 07 Thermal and Moisture Protection

1 Per Permit Set Pre-Bid RFI #01 and as specified, the Rigid insulation at the exterior will be as specified in 07 21 00 as equal to "THERMAX, XARMOR™ ci Exterior Insulation" with a 4-mil front facer and 1.25 mil embossed aluminum back facer, installed as required by the manufacturers recommendations for a warrantable system. The Fluid Applied Air Barrier is to be as specified and manufactured by Prosoco (or equal).

2 Metal roof panels bid as PAC-CLAD Tite Lock panels as specified. Finish to be selected from manufacturer's standard, non-metallic, color selection.

3 Metal soffit panels bid as PAC-CLAD Aluminum Flush Panel System as specified. Finish to be selected from manufacturer's wood grain (where indicated) and standard, non-metallic, color selection at all other areas.

4 Metal wall panels bid as PAC-CLAD Flush Reveal Metal Wall Panels with concealed clips as specified, installations as shown. Finishes to be selected from manufacturer's standard color selection.

5 Modified Bitumen Roof System to be per specification 07 52 16 and 07 52 17 as issued in Pre-Bid RFI No. 14, with details and be a Johns Mannsville (or equal) system.

6 Closed Cell Spray Foam Insulation is included in the walls where indicated on the documents and per the specifications.

Div 08 Openings

1 Storefront is included as basis of design Kawneer.

2 We have included an Allowance for finalization and coordination of new and existing hardware with Access Control equipment (see Exhibit C - Allowances).

3 The integral blinds specified in Section 08 80 00, Paragraph 2.03E were deleted per Pre-bid RFI No. 13 and are excluded.

Div 09 Finishes

1 ACT-2 (30 x 30) is included only in the corridors where shown. All other ceiling tile to be ACT-1.

2 Base ceilings in the rooms identified in Alternate No. 6 (193, 194, 195, 196 & 218) are included as new ACT-1 ceiling, that will re-use the existing lights as noted in Pre-Bid RFI No. 4.

3 If Alternate No. 6 is approved, then Rooms 193, 194, 195, 196 & 218 will receive gypboard ceilings and new light fixtures as shown on the documents, and clarified in Pre-Bid RFI No. 4..

4 We have included an allowance for the new and re-coating of existing EIFS. Scope includes defined work of new 3" EIFS on north elevation of Area B (3/A202) and all other areas noted on exterior elevations to be patched and repaired as needed. Subcontract will include a set price for the new work and a $/SF unit price for patching and repairs to be agreed by all parties that will be used to reconcile the allowance included in Exhibit C - Allowances.

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Div 10 Specialties

1 Specialties are included as noted on the documents and per the Matrix on G-005.

Div 11 Equipment

1 Residential Appliances are included as noted on the documents and per the Matrix on G-005.

2. Owner is responsible for disconnecting and reinstalling the existing X-Ray machine as noted in Pre-Bid RFI No. 3.

Div 12 Furnishings

1 We have excluded all furniture, except as noted as millwork in Div 6

Div 13 Special Construction

1 Animal equipment is included furnished and installed as specified, from Tristar, with the exception of the following items to be purchased separately:

a. Saloon Style Pass Thru - BiteGuard 1632 dog door and Surface Mount Frame furnished and installed by PD USA as specified.

b. 1 set per cat cage - Kennel Gear double stainless-steel bowls with door mount. Kennel Gear bowls equal to Shor-Line #190.0005.00. Bowls shall be 20oz x 2 mounts per cage color to be selected.

c. Surgical/Exam Lights: (Surgery, Room # 179, Flex #176, & Medical #204) Qty 4, to be as specified or equal to Shoreline Prelude Surgical LED ceiling mount light SKU #913.8000.04

d. Surgery tables to be as specified or equal to ShorLine SKU #903.4100.02 V-Top Surgery Table Hydraulic Lift V-top Table. Qty. 3 (Electric, heated v-top surgery tables)

e. We have included an Allowance for the specified Anesthesia machines s (see Exhibit C - Allowances).

Div 21 Fire Suppression

1 It is assumed that the water main will have sufficient pressure to serve the building; therefore, a Fire Pump has been excluded.
2 The fire suppression system is delegated-design.
3 Flexible type sprinkler heads are included.
4 Coverage for the building will be as noted on FP-101, either wet pipe (with ordinary or light hazard), and either dry pipe or dry sidewall heads as designed by the a licensed fire protection contractor as specified.

Div 22 Plumbing

1 SFI scope for the gas lines begins at the Gas Meter to be relocated by the Utility Company as noted on P-101B and clarified on Permit Set Pre-Bid RFI #07, with Atmos responsible for sizing the appropriate meter to meet the noted load and pressures. This new meter must be moved in a timely manner to allow for the new gas line to be run for the building to be re-routed so the building pad can be re-routed and tied back in to the existing service location. Shutdowns will be scheduled with the Owner as required to minimize disruptions to the existing services.

2 It is assumed that the water main will have sufficient pressure to serve this building; therefore, a Domestic Water Pump has been excluded.

3 It is assumed that the MEP engineer has verified that the entire sanitary sewer run will have sufficient code required slope from the furthest plumbing lines in Room 132 (other than revising the main sanitary line in the crawl space from 4" to 6"). No provisions have been included to adjust the existing 6" SS line past where the new 6" line is shown to tie into the line on P-101D.

Div 23 Mechanical

1 It is assumed that the MEP engineer has designed the new ductwork routing through the existing trusses without having to modify the trusses. Contractor will utilize BIM coordination as early as possible and identify clashes with the existing structure and work to resolve any conflicts, prior to duct being fabricated.

Div 26 Electrical

1 Conduit stub-ups and back boxes are included as shown on the Low Voltage Power Plan (ELV-101) and assumes all required points have been coordinated with the HDG Security and IT Drawings.
2 Conduit stub-ups and back boxes for fire alarm is included where shown on ELV-101.
3 Arc Flash/Coordination Studies are shown on E-402 and will be included after the actual conductor lengths can be obtained as noted.
4 In order to be able to excavate and moisture condition the new building pad, the existing power serving the animal shelter will be re-routed around the new pad area, and through the crawl space.

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Div 27 Communications

1. Cabling for both structured cabling (27 10 00) and electronic security (27 15 01.11) will be installed by the low voltage subcontractor. Structured cabling will be terminated by the low voltage subcontractor, while Security and Access Control devices will be terminated under the Division 28 Security and Access Control subcontractor.

Div 28 Electronic Safety & Security

1 Fire alarm is included as specified provided in Pre-Bid RFI No. 10,

2 Extension and reworking of the existing Silent Knight fire alarm system is included with devices either reused and tested or new as specified and required for a complete code compliant system.

3 Access controls and cameras are as specified and shown on the HDG Security

4 A new Emergency Radio Communication Enhancement System and testing (BDA System) is excluded per Pre-Bid RFI No. 10.

Div 31 Earthwork

1 We have excluded the disposal of any contaminated soils.

2 Building pad will be per the General Notes on S-001. Depth of moisture conditioned soils to be verified by Owners Geotechnical Lab, and coordinated with the engineer of record to ensure compliance with the engineer of records intent.

3 Identification of geological strata's including bearing strata are to be identified by the Owner's Testing Laboratory Service.

4 Earthwork is to grade (within 0.2')

Div 32 Exterior Improvements

1 Landscape scope will be substantially complete when the following conditions are met:
* Fine Grading has been completed for landscaped areas
* Landscape items (Plantings, sod, rocks) are laid & planted
Establishment of landscape items will be monitored and addressed during the warranty period
* Irrigation systems are installed, functioning and programmed
In addition - when irrigation meters & boxes have been accepted by the Authority Having Jurisdiction (AHJ)

Div 33 Utilities

1 Utilities are included as noted on the documents. Trench Drains to be supplied and installed by the plumber, with final connections by the Utility Subcontractor.

2 Per Permit Pre-Bid RFI No. 6, the Environmental Site Assessment Study was not required for this project.

STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

SFI Exhibit 'B' - Schedule
04/10/2026 : Date

PROJECT:
LINDA McNATT ANIMAL CARE & ADOPTION CENTER

SFI JOB No. :
5624

ARCHITECT:
QUORUM ARCHITECTS, INC.
825 W VICKEY BLVD, SUITE 100
FORT WORTH, TEXAS 76104

GENERAL CONSTRUCTION

Estimated Substantial Completion to be within 548 calendar days from Notice-to-Proceed and/or the issuance of the full and unrestricted building permit(s), which ever is the later.

See Attached Denton Animal Care and Control Schedule, Dated 05/11/26 (6 pages)

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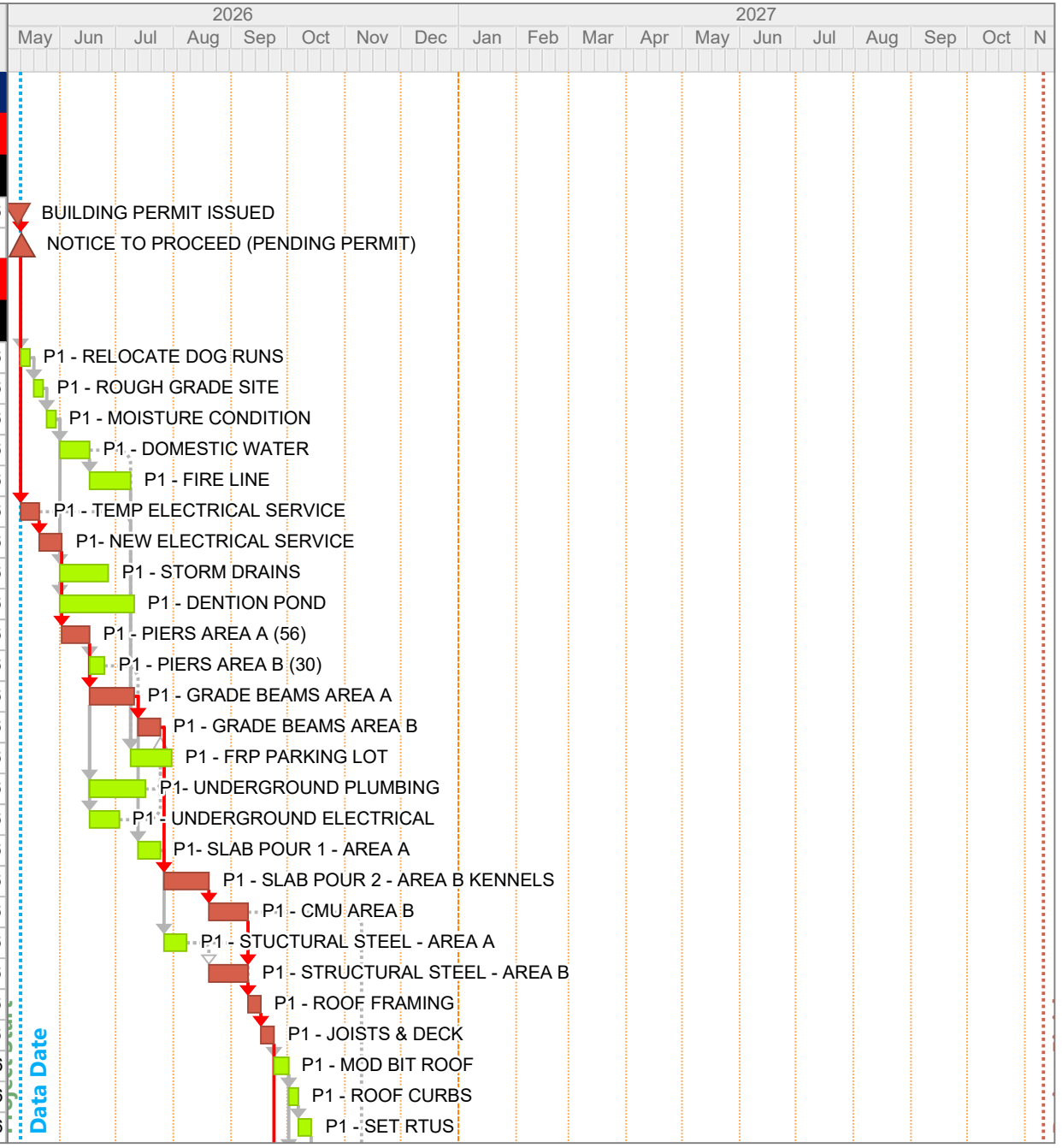
ID	Description	Original Duration	Start	Finish
DENTON ANIMAL CARE AND CONTROL				
PRE-CONSTRUCTION				
ADMIN				
10	BUILDING PERMIT ISSUED	0		05/08/26
20	NOTICE TO PROCEED (PENDING P	0	05/11/26	
CONSTRUCTION				
PHASE 1				
1000	P1 - RELOCATE DOG RUNS	5	05/11/26	05/15/26
1010	P1 - ROUGH GRADE SITE	5	05/18/26	05/22/26
1020	P1 - MOISTURE CONDITION	5	05/25/26	05/29/26
1030	P1 - DOMESTIC WATER	12	06/01/26	06/16/26
1040	P1 - FIRE LINE	16	06/17/26	07/08/26
1050	P1 - TEMP ELECTRICAL SERVICE	8	05/11/26	05/20/26
1060	P1- NEW ELECTRICAL SERVICE	8	05/21/26	06/01/26
1070	P1 - STORM DRAINS	20	06/01/26	06/26/26
1080	P1 - DENTION POND	30	06/01/26	07/10/26
1090	P1 - PIERS AREA A (56)	11	06/02/26	06/16/26
1100	P1 - PIERS AREA B (30)	6	06/17/26	06/24/26
1110	P1 - GRADE BEAMS AREA A	18	06/17/26	07/10/26
1120	P1 - GRADE BEAMS AREA B	10	07/13/26	07/24/26
1130	P1 - FRP PARKING LOT	16	07/09/26	07/30/26
1140	P1- UNDERGROUND PLUMBING	22	06/17/26	07/16/26
1150	P1 - UNDERGROUND ELECTRICAL	12	06/17/26	07/02/26
1160	P1- SLAB POUR 1 - AREA A	10	07/13/26	07/24/26
1170	P1 - SLAB POUR 2 - AREA B KENNE	18	07/27/26	08/19/26
1180	P1 - CMU AREA B	15	08/20/26	09/09/26
1190	P1 - STUCTURAL STEEL - AREA A	10	07/27/26	08/07/26
1200	P1 - STRUCTURAL STEEL - AREA B	15	08/20/26	09/09/26
1210	P1 - ROOF FRAMING	5	09/10/26	09/16/26
1220	P1 - JOISTS & DECK	5	09/17/26	09/23/26
1230	P1 - MOD BIT ROOF	6	09/24/26	10/01/26
1240	P1 - ROOF CURBS	3	10/02/26	10/06/26
1250	P1 - SET RTUS	5	10/07/26	10/13/26



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Denton Animal Care

CITY OF DENTON

STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

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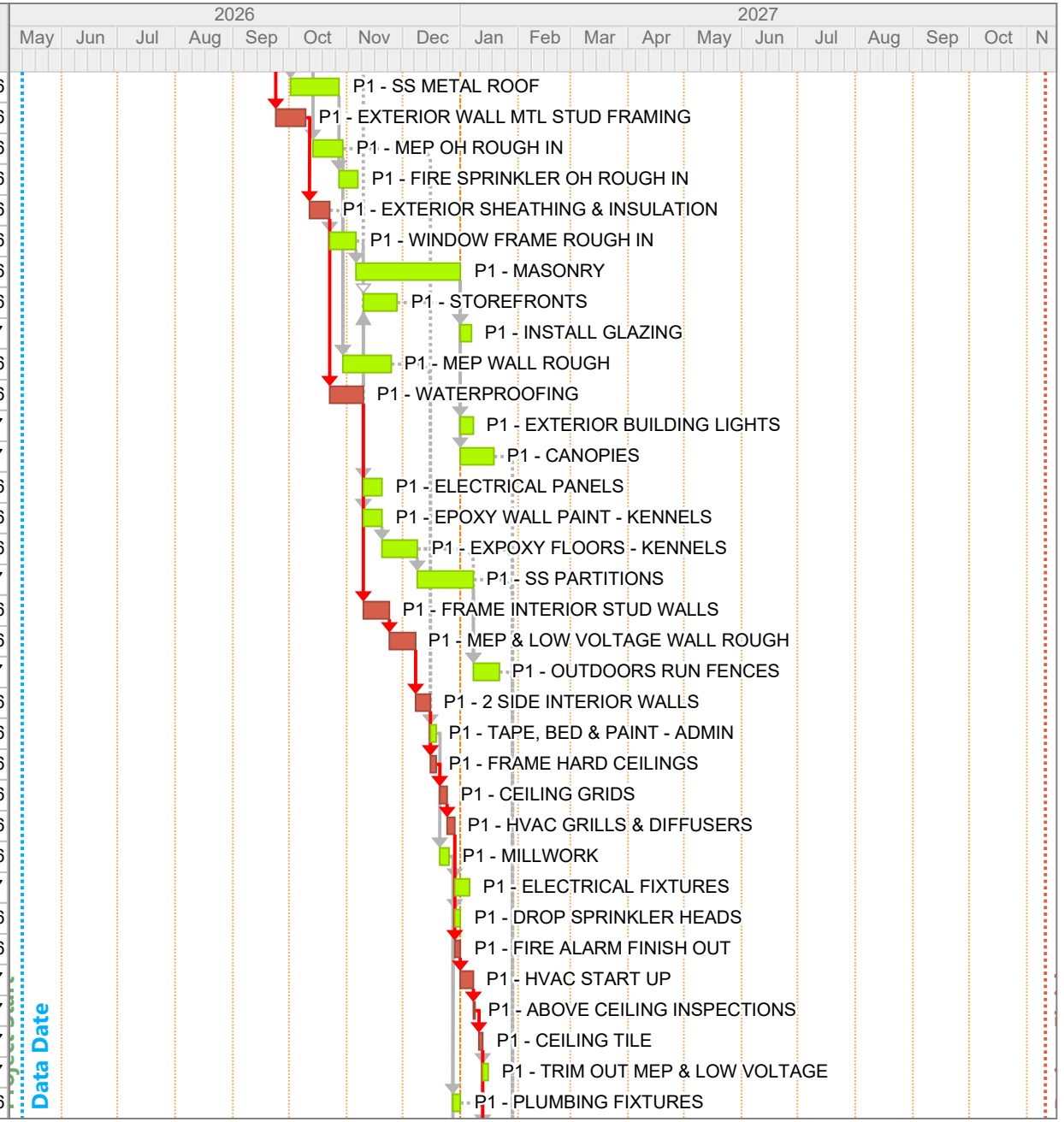
ID	Description	Original Duration	Start	Finish
1260	P1 - SS METAL ROOF	18	10/02/26	10/27/26
1270	P1 - EXTERIOR WALL MTL STUD FR	12	09/24/26	10/09/26
1280	P1 - MEP OH ROUGH IN	12	10/14/26	10/29/26
1290	P1 - FIRE SPRINKLER OH ROUGH I	8	10/28/26	11/06/26
1300	P1 - EXTERIOR SHEATHING & INSU	9	10/12/26	10/22/26
1310	P1 - WINDOW FRAME ROUGH IN	10	10/23/26	11/05/26
1320	P1 - MASONRY	40	11/06/26	12/31/26
1330	P1 - STOREFRONTS	14	11/10/26	11/27/26
1340	P1 - INSTALL GLAZING	4	01/01/27	01/06/27
1350	P1 - MEP WALL ROUGH	18	10/30/26	11/24/26
1360	P1 - WATERPROOFING	12	10/23/26	11/09/26
1370	P1 - EXTERIOR BUILDING LIGHTS	5	01/01/27	01/07/27
1380	P1 - CANOPIES	12	01/01/27	01/18/27
1390	P1 - ELECTRICAL PANELS	8	11/10/26	11/19/26
1400	P1 - EPOXY WALL PAINT - KENNEL	8	11/10/26	11/19/26
1410	P1 - EXPOXY FLOORS - KENNELS	13	11/20/26	12/08/26
1420	P1 - SS PARTITIONS	22	12/09/26	01/07/27
1430	P1 - FRAME INTERIOR STUD WALL	10	11/10/26	11/23/26
1440	P1 - MEP & LOW VOLTAGE WALL R	10	11/24/26	12/07/26
1450	P1 - OUTDOORS RUN FENCES	10	01/08/27	01/21/27
1460	P1 - 2 SIDE INTERIOR WALLS	6	12/08/26	12/15/26
1470	P1 - TAPE, BED & PAINT - ADMIN	3	12/16/26	12/18/26
1480	P1 - FRAME HARD CEILINGS	3	12/16/26	12/18/26
1490	P1 - CEILING GRIDS	4	12/21/26	12/24/26
1500	P1 - HVAC GRILLS & DIFFUSERS	2	12/25/26	12/28/26
1510	P1 - MILLWORK	5	12/21/26	12/25/26
1520	P1 - ELECTRICAL FIXTURES	6	12/29/26	01/05/27
1530	P1 - DROP SPRINKLER HEADS	3	12/29/26	12/31/26
1540	P1 - FIRE ALARM FINISH OUT	3	12/29/26	12/31/26
1550	P1 - HVAC START UP	5	01/01/27	01/07/27
1560	P1 - ABOVE CEILING INSPECTIONS	1	01/08/27	01/08/27
1570	P1 - CEILING TILE	2	01/11/27	01/12/27
1580	P1 - TRIM OUT MEP & LOW VOLTA	3	01/13/27	01/15/27
1590	P1 - PLUMBING FIXTURES	4	12/28/26	12/31/26



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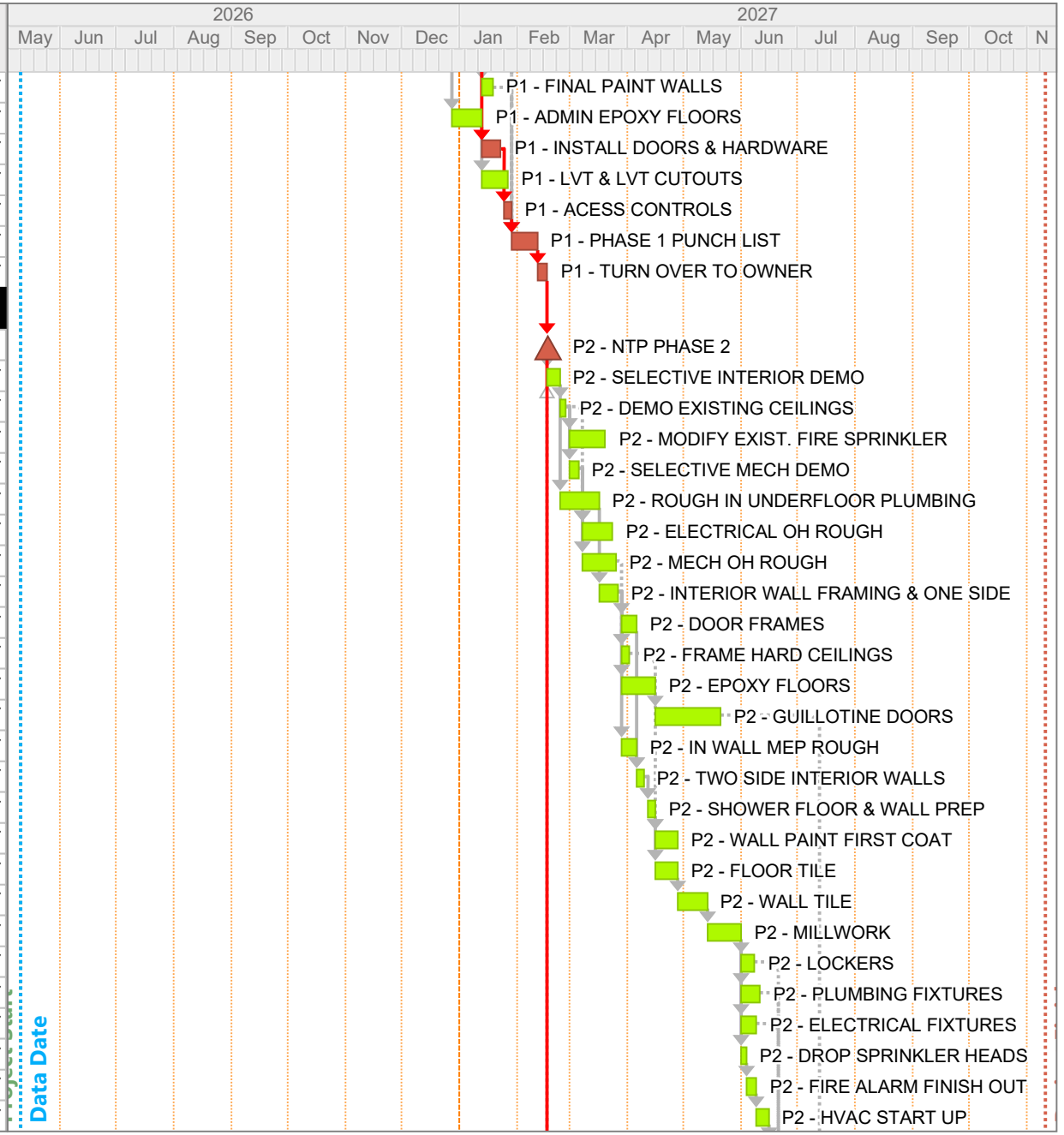
ID	Description	Original Duration	Start	Finish
1600	P1 - FINAL PAINT WALLS	4	01/13/27	01/18/27
1608	P1 - ADMIN EPOXY FLOORS	12	12/28/26	01/12/27
1610	P1 - INSTALL DOORS & HARDWARI	8	01/13/27	01/22/27
1620	P1 - LVT & LVT CUTOUTS	10	01/13/27	01/26/27
1630	P1 - ACESS CONTROLS	4	01/25/27	01/28/27
1650	P1 - PHASE 1 PUNCH LIST	10	01/29/27	02/11/27
1660	P1 - TURN OVER TO OWNER	3	02/12/27	02/16/27
PHASE 2				
2000	P2 - NTP PHASE 2	0	02/17/27	
2010	P2 - SELECTIVE INTERIOR DEMO	5	02/17/27	02/23/27
2020	P2 - DEMO EXISTING CEILINGS	3	02/24/27	02/26/27
2030	P2 - MODIFY EXIST. FIRE SPRINKL	15	03/01/27	03/19/27
2040	P2 - SELECTIVE MECH DEMO	5	03/01/27	03/05/27
2050	P2 - ROUGH IN UNDERFLOOR PLU	15	02/24/27	03/16/27
2060	P2 - ELECTRICAL OH ROUGH	12	03/08/27	03/23/27
2070	P2 - MECH OH ROUGH	14	03/08/27	03/25/27
2080	P2 - INTERIOR WALL FRAMING & C	8	03/17/27	03/26/27
2090	P2 - DOOR FRAMES	6	03/29/27	04/05/27
2100	P2 - FRAME HARD CEILINGS	4	03/29/27	04/01/27
2110	P2 - EPOXY FLOORS	14	03/29/27	04/15/27
2120	P2 - GUILLOTINE DOORS	25	04/16/27	05/20/27
2130	P2 - IN WALL MEP ROUGH	6	03/29/27	04/05/27
2140	P2 - TWO SIDE INTERIOR WALLS	4	04/06/27	04/09/27
2150	P2 - SHOWER FLOOR & WALL PRE	4	04/12/27	04/15/27
2160	P2 - WALL PAINT FIRST COAT	8	04/16/27	04/27/27
2170	P2 - FLOOR TILE	8	04/16/27	04/27/27
2180	P2 - WALL TILE	12	04/28/27	05/13/27
2190	P2 - MILLWORK	12	05/14/27	05/31/27
2200	P2 - LOCKERS	5	06/01/27	06/07/27
2210	P2 - PLUMBING FIXTURES	8	06/01/27	06/10/27
2220	P2 - ELECTRICAL FIXTURES	6	06/01/27	06/08/27
2230	P2 - DROP SPRINKLER HEADS	3	06/01/27	06/03/27
2240	P2 - FIRE ALARM FINISH OUT	3	06/04/27	06/08/27
2250	P2 - HVAC START UP	5	06/09/27	06/15/27



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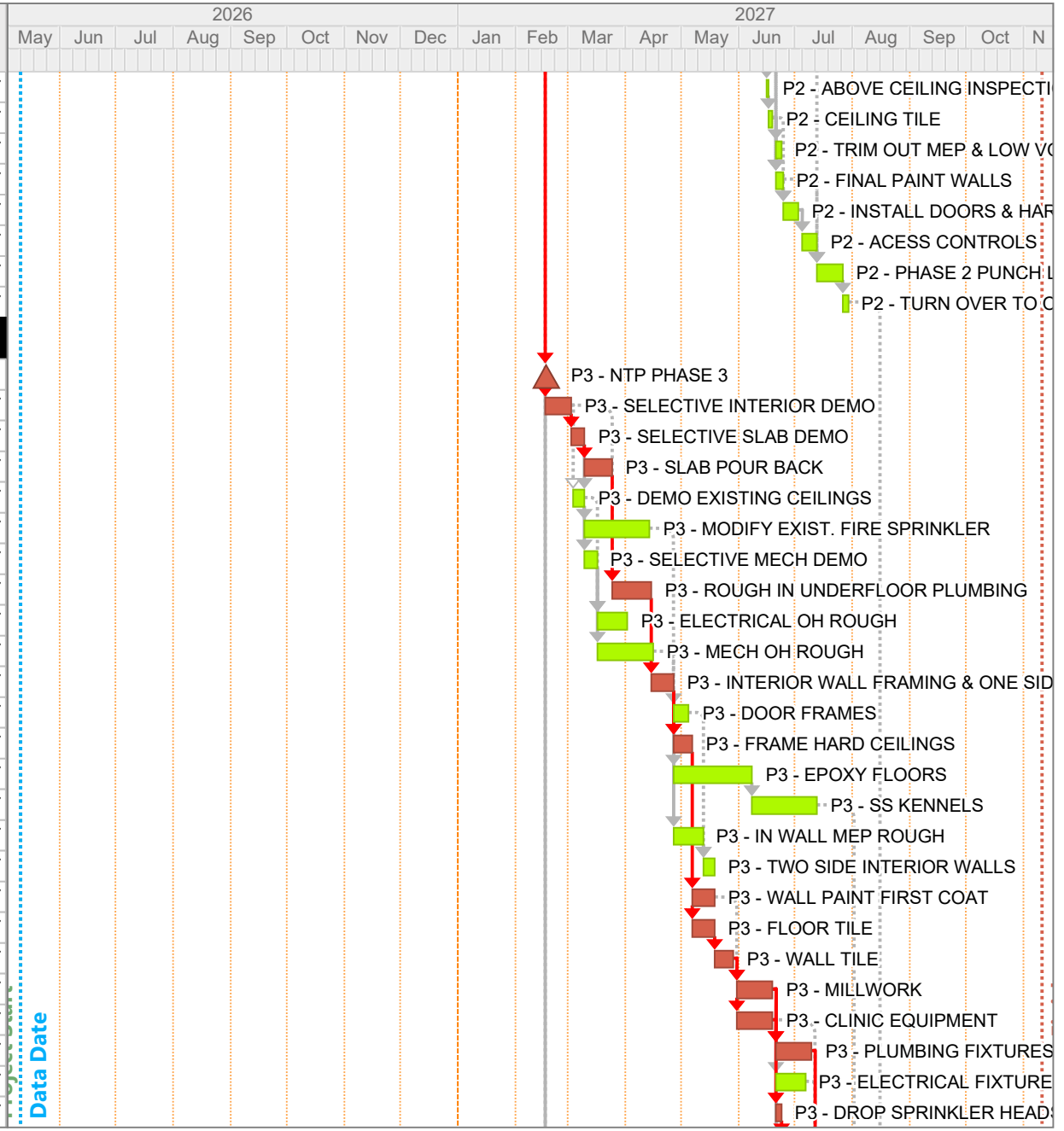
ID	Description	Original Duration	Start	Finish
2260	P2 - ABOVE CEILING INSPECTIONS	1	06/16/27	06/16/27
2270	P2 - CEILING TILE	2	06/17/27	06/18/27
2280	P2 - TRIM OUT MEP & LOW VOLTA(	3	06/21/27	06/23/27
2290	P2 - FINAL PAINT WALLS	4	06/21/27	06/24/27
2300	P2 - INSTALL DOORS & HARDWARI	6	06/25/27	07/02/27
2310	P2 - ACESS CONTROLS	6	07/05/27	07/12/27
2320	P2 - PHASE 2 PUNCH LIST	10	07/13/27	07/26/27
2450	P2 - TURN OVER TO OWNER	3	07/27/27	07/29/27
PHASE 3				
3000	P3 - NTP PHASE 3	0	02/17/27	
3010	P3 - SELECTIVE INTERIOR DEMO	10	02/17/27	03/02/27
3020	P3 - SELECTIVE SLAB DEMO	5	03/03/27	03/09/27
3030	P3 - SLAB POUR BACK	11	03/10/27	03/24/27
3040	P3 - DEMO EXISTING CEILINGS	4	03/04/27	03/09/27
3050	P3 - MODIFY EXIST. FIRE SPRINKL	25	03/10/27	04/13/27
3060	P3 - SELECTIVE MECH DEMO	5	03/10/27	03/16/27
3070	P3 - ROUGH IN UNDERFLOOR PLU	15	03/25/27	04/14/27
3080	P3 - ELECTRICAL OH ROUGH	12	03/17/27	04/01/27
3090	P3 - MECH OH ROUGH	22	03/17/27	04/15/27
3100	P3 - INTERIOR WALL FRAMING & C	8	04/15/27	04/26/27
3110	P3 - DOOR FRAMES	6	04/27/27	05/04/27
3120	P3 - FRAME HARD CEILINGS	8	04/27/27	05/06/27
3130	P3 - EPOXY FLOORS	30	04/27/27	06/07/27
3140	P3 - SS KENNELS	25	06/08/27	07/12/27
3150	P3 - IN WALL MEP ROUGH	12	04/27/27	05/12/27
3160	P3 - TWO SIDE INTERIOR WALLS	4	05/13/27	05/18/27
3170	P3 - WALL PAINT FIRST COAT	8	05/07/27	05/18/27
3180	P3 - FLOOR TILE	8	05/07/27	05/18/27
3190	P3 - WALL TILE	8	05/19/27	05/28/27
3200	P3 - MILLWORK	15	05/31/27	06/18/27
3210	P3 - CLINIC EQUIPMENT	15	05/31/27	06/18/27
3220	P3 - PLUMBING FIXTURES	15	06/21/27	07/09/27
3230	P3 - ELECTRICAL FIXTURES	12	06/21/27	07/06/27
3240	P3 - DROP SPRINKLER HEADS	3	06/21/27	06/23/27



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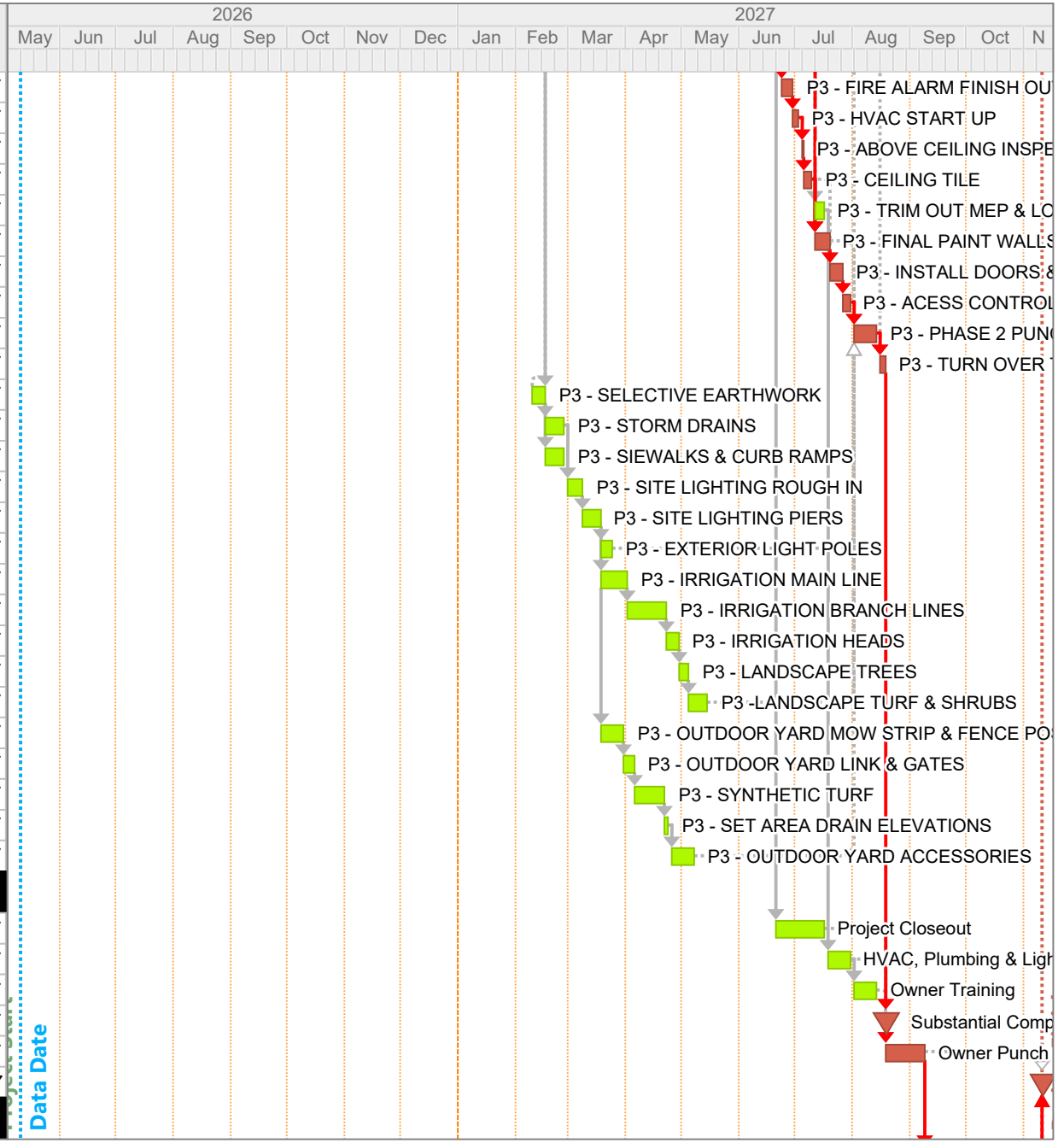
ID	Description	Original Duration	Start	Finish
3250	P3 - FIRE ALARM FINISH OUT	4	06/24/27	06/29/27
3260	P3 - HVAC START UP	3	06/30/27	07/02/27
3270	P3 - ABOVE CEILING INSPECTIONS	1	07/05/27	07/05/27
3280	P3 - CEILING TILE	4	07/06/27	07/09/27
3290	P3 - TRIM OUT MEP & LOW VOLTA(	5	07/12/27	07/16/27
3300	P3 - FINAL PAINT WALLS	6	07/12/27	07/19/27
3310	P3 - INSTALL DOORS & HARDWARI	5	07/20/27	07/26/27
3320	P3 - ACESS CONTROLS	4	07/27/27	07/30/27
3330	P3 - PHASE 2 PUNCH LIST	10	08/02/27	08/13/27
3340	P3 - TURN OVER TO OWNER	3	08/16/27	08/18/27
3350	P3 - SELECTIVE EARTHWORK	5	02/10/27	02/16/27
3360	P3 - STORM DRAINS	8	02/17/27	02/26/27
3370	P3 - SIEWALKS & CURB RAMPS	8	02/17/27	02/26/27
3380	P3 - SITE LIGHTING ROUGH IN	6	03/01/27	03/08/27
3390	P3 - SITE LIGHTING PIERS	8	03/09/27	03/18/27
3400	P3 - EXTERIOR LIGHT POLES	4	03/19/27	03/24/27
3410	P3 - IRRIGATION MAIN LINE	10	03/19/27	04/01/27
3420	P3 - IRRIGATION BRANCH LINES	15	04/02/27	04/22/27
3430	P3 - IRRIGATION HEADS	5	04/23/27	04/29/27
3440	P3 - LANDSCAPE TREES	3	04/30/27	05/04/27
3450	P3 -LANDSCAPE TURF & SHRUBS	8	05/05/27	05/14/27
3460	P3 - OUTDOOR YARD MOW STRIP	8	03/19/27	03/30/27
3470	P3 - OUTDOOR YARD LINK & GATE	4	03/31/27	04/05/27
3480	P3 - SYNTHETIC TURF	12	04/06/27	04/21/27
3490	P3 - SET AREA DRAIN ELEVATIONS	2	04/22/27	04/23/27
3500	P3 - OUTDOOR YARD ACCESSORI	10	04/26/27	05/07/27
CLOSEOUT				
4000	Project Closeout	20	06/21/27	07/16/27
4010	HVAC, Plumbing & Lighting Commiss	10	07/19/27	07/30/27
4020	Owner Training	10	08/02/27	08/13/27
4030	Substantial Completion	0		08/18/27
4040	Owner Punch List	15	08/19/27	09/08/27
4050	Final Completion	0		11/10/27
WEATHER DAYS				



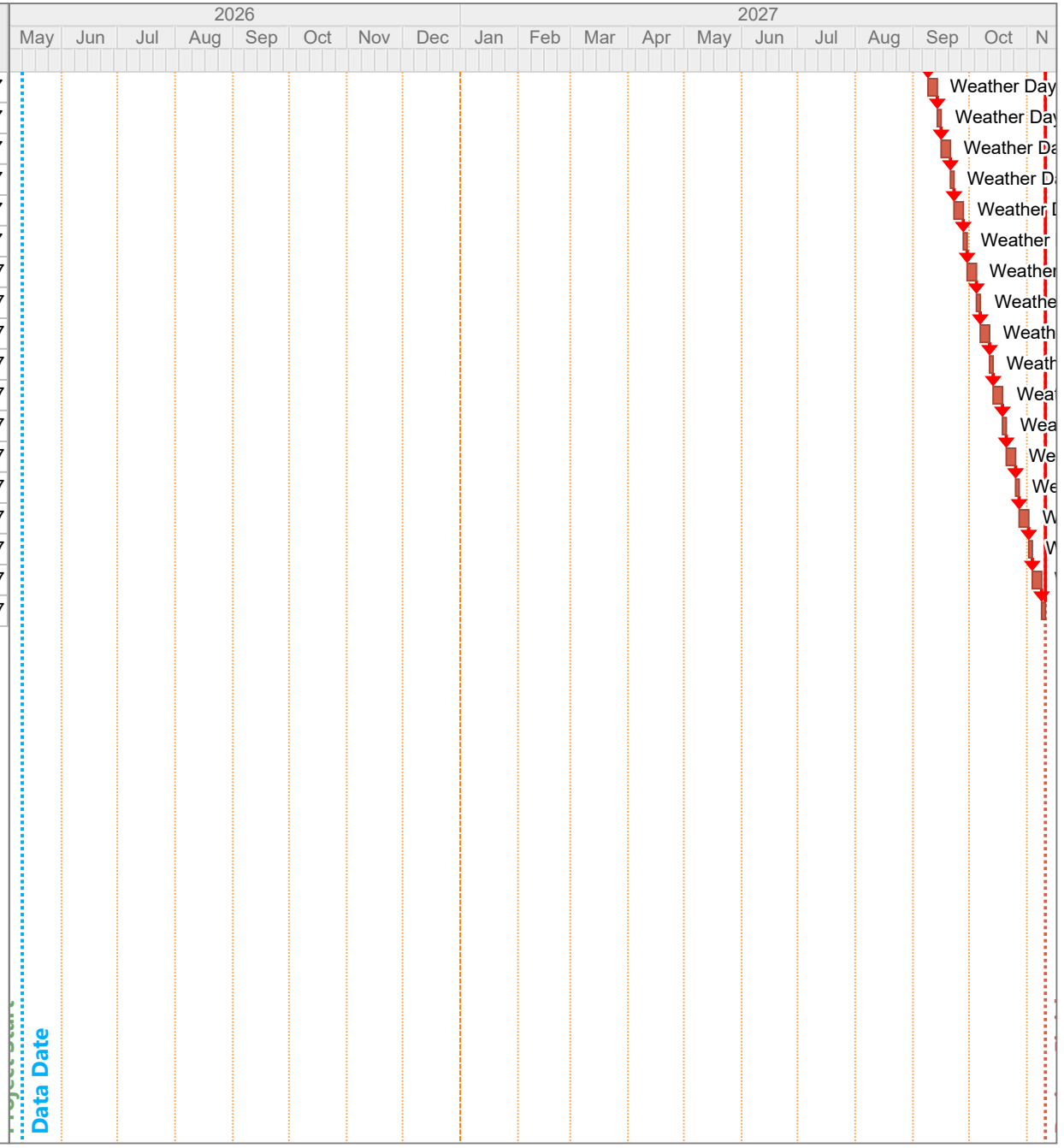
Denton Animal Care

CITY OF DENTON

STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

Docusign Envelope ID: 97979910-892A-48DC-A34C-3D6FDF4F4CDC

ID	Description	Original Duration	Start	Finish
4060	Weather Days May 2026	3	09/09/27	09/13/27
4070	Weather Days June 2026	2	09/14/27	09/15/27
4080	Weather Days July 2026	3	09/16/27	09/20/27
4090	Weather Days August 2026	2	09/21/27	09/22/27
4100	Weather Days Sept 2026	3	09/23/27	09/27/27
4110	Weather Days Oct 2026	2	09/28/27	09/29/27
4120	Weather Days Nov 2026	3	09/30/27	10/04/27
4130	Weather Days Dec 2026	2	10/05/27	10/06/27
4140	Weather Days Jan 2027	3	10/07/27	10/11/27
4150	Weather Days Febr 2027	2	10/12/27	10/13/27
4160	Weather Days March 2027	3	10/14/27	10/18/27
4170	Weather Days April 2027	2	10/19/27	10/20/27
4180	Weather Days May 2027	3	10/21/27	10/25/27
4190	Weather Days June 2027	2	10/26/27	10/27/27
4200	Weather Days July 2027	3	10/28/27	11/01/27
4210	Weather Days August 2027	2	11/02/27	11/03/27
4220	Weather Days Sept 2027	3	11/04/27	11/08/27
4230	Weather Days Oct 2027	2	11/09/27	11/10/27



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STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

SFI Exhibit 'B' - Alternates
04/10/2026 : Date

PROJECT:
LINDA McNATT ANIMAL CARE & ADOPTION CENTER

SFI JOB No. :
5624

ARCHITECT:
QUORUM ARCHITECTS, INC.
825 W VICKERY BLVD, SUITE 100
FORT WORTH, TEXAS 76104

ALTERNATES	Amount	Approved/Reject
ALT. NO. 1 - ADD SPLASH PAD	$186,865	REJECTED
ALT. NO. 2 - MONUMENT SIGN	$123,375	REJECTED
ALT. NO. 3 - ADD NEW 10' SIDEWALK	$51,918	APPROVED
ALT. NO. 4 - REPLACE EXSTNG KENNEL TOPS & FRONTS	$212,930	APPROVED
ALT. NO. 5 - ADD NEW ACOUSTICAL PANELS	$30,331	APPROVED
ALT. NO. 6 - GYP/PAINT IN KENNEL RMS 193, 194, 195, 196 & 216	$48,529	APPROVED
ALT. NO. 7 - ADD TUBULAR DAYLIGHT TUBES	$69,428	APPROVED
ALT. NO. 8 - NEW PAINT IN KENNEL RMS 193, 194, 195, 196 & 216	$17,842	APPROVED

Docusign Envelope ID: 97979910-892A-48DC-A34C-3D6FDF4F4CDC

STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

SFI Exhibit 'B' - Unit Prices
04/10/2026 : Date

PROJECT:
LINDA McNATT ANIMAL CARE & ADOPTION CENTER

SFI JOB No. :
5624

ARCHITECT:
QUORUM ARCHITECTS, INC.
825 W VICKERY BLVD, SUITE 100
FORT WORTH, TEXAS 76104

UNIT PRICES	DESCRIPTION	ADD	DEDUCT
	Piers - Unit Prices Adjusted from Bid Depth of 21'-0" per Linear Foot		
1	18" Pier	$80.00 /LF	($6.00) /LF
2	24" Pier	$96.00 /LF	($7.50) /LF
	Casing - Unit Prices *		
1	18" Pier	$74.00 /LF	
2	24" Pier	$82.00 /LF	

* Note: Casing shall be paid according to the unit rates in the table provided. In the event piers are cased, the greater of the sum of the unit rate times the total footage cased or $12,000 shall apply.

1	Keyed Elevation Note 36 - Existing EIFS to Remain/Patch and Repair New Paint	$12.00 /SF	

Docusign Envelope ID: 97979910-892A-48DC-A34C-3D6FDF4F4CDC

STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

SFI Exhibit 'B' - Guaranteed Maximaum Price
04/10/2026 : Date

PROJECT:
LINDA McNATT ANIMAL CARE & ADOPTION CENTER

SFI JOB No. :
5624

ARCHITECT:
QUORUM ARCHITECTS, INC.
825 W VICKERY BLVD, SUITE 100
FORT WORTH, TEXAS 76104

COST SUMMARY - GUARANTEED MAXIMUM PRICE

DIVISION	BID PACKAGE DESCRIPTION	TOTAL COST
01	GENERAL REQUIREMENTS	$937,484
02	EXISTING CONDITIONS	$151,900
03	CONCRETE	$997,000
04	MASONRY	$449,047
05	METALS	$554,877
06	WOODS, PLASTICS and COMPOSITES	$447,583
07	THERMAL and MOISTURE PROTECTION	$799,341
08	OPENINGS	$701,925
09	FINISHES	$1,546,477
10	SPECIALTIES	$246,865
11	EQUIPMENT	$1,192,786
12	FURNISHINGS	$2,585
13	SPECIAL CONSTRUCTION	$0
21	FIRE SUPPRESSION	$110,960
22	PLUMBING	$1,097,986
23	MECHANICAL	$1,222,778
26	ELECTRICAL	$1,440,692
27	COMMUNICATION	$121,964
28	ELECTRONIC SAFETY AND SECURITY	$428,136
31	EARTHWORK	$383,225
32	EXTERIOR IMPROVEMENTS	$658,520
33	UTILITIES	$334,357
COST OF WORK - SUBTOTAL		**$13,826,488**
00	SUBCONTRACTOR DEFAULT INSURANCE FEE	$205,229
00	CONTRACTOR CONTINGENCY	$404,998
00	ADDITIONAL MARKET RISK	$164,405
00	CONSTRUCTION MANAGER FEE	$575,835
00	PAYMENT and PERFORMANCE BONDS	$134,500
00	BUILDERS RISK	$41,512
00	GENERAL / EXCESS LIABILITY	$76,383
01	GENERAL CONDITION EXPENSE	$1,147,325
01	TWO YEAR MAINTENANCE BOND	$28,228
SUBTOTAL		**$16,604,903**
	APPROVED ALTERNATES 3-8	$430,977
TOTAL GMP		**$17,035,880**

Docusign Envelope ID: 97979910-892A-48DC-A34C-3D6FDF4F4CDC

PROJECT:
LINDA McNATT ANIMAL CARE & ADOPTION CENTER

SFI JOB No. :
5624

ARCHITECT:
QUORUM ARCHITECTS, INC.
825 W VICKEY BLVD, SUITE 100
FORT WORTH, TEXAS 76104

Construction Management Plan Exhibit

The Steele & Freeman Project Management Initiative is a process for developing and documenting the art and science of Quality Assurance and Quality Control. The result is a QA/QC manual designed for use by Project Managers and Superintendents.

This Quality Assurance Plan is a part of the Steele & Freeman Project Management Manual and covers five phases of Quality Management: Pre-Construction, Pre-installation, Construction, After Care and Close-out.

This program is a Steele & Freeman goal for keeping quality and integrity in the process of delivering a building. We are continually searching for a “better way” of delivering high value projects to owners and clients. At Steele & Freeman, design and construction are not separate activities but instead are a single integrated process that starts at programming and ends with a product that functions as intended.

A full copy of the Steele & Freeman Quality Assurance/Quality Control plan has been transmitted to City of Denton Capital Projects/Engineering Department.

Docusign Envelope ID: 97979910-892A-48DC-A34C-3D6FDF4F4CDC

EXHIBIT C – TECHNICAL SPECIFICATIONS

Technical Specifications as specified in EXHIBIT B – APPROVED GMP PROPOSAL are set forth herein in full OR made part of this Agreement by reference OR made part of this Agreement as a separate attachment.

Docusign Envelope ID: 97979910-892A-48DC-A34C-3D6FDF4F4CDC

EXHIBIT D – CONSTRUCTION DRAWINGS

Construction Drawings as specified in EXHIBIT B – APPROVED GMP PROPOSAL are made part of this Agreement by reference and on file with the:

- Design Professional
- City of Denton Project Manager
- CM@Risk Contractor

Docusign Envelope ID: 97979910-892A-48DC-A34C-3D6FDF4F4CDC

EXHIBIT E – GENERAL CONDITIONS (VERTICAL PROJECTS VERSION)

General Conditions
for the following PROJECT:
8558 CMAR for Linda McNatt Animal Services Renovation and Expansion

THE CITY:

City of Denton
215 East McKinney Street
Denton, Texas 76201

Docusign Envelope ID: 97979910-892A-48DC-A34C-3D6FDF4F4CDC

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4 DESIGN PROFESSIONAL
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6 CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 OMITTED.
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 OMITTED.
15 CLAIMS AND DISPUTES

Docusign Envelope ID: 97979910-892A-48DC-A34C-3D6FDF4F4CDC

Article 1. GENERAL PROVISIONS

Section 1.1 Basic Definitions

a. The Contract Documents

The Contract Documents are enumerated in the Agreement between the City and CM@Risk (hereinafter the Agreement or Contract) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Proposal Documents, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Design Professional.

b. The Contract

The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the CM@Risk and the Design Professional or the Design Professional's consultants, (2) between the City and a Subcontractor or a Sub-subcontractor, (3) between the City and the Design Professional or the Design Professional's consultants, or (4) between any persons or entities other than the City and the CM@Risk. The Design Professional shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Design Professional's duties. This Agreement was the result of negotiations between the City and CM@Risk, and has been reviewed by the City, CM@Risk and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of both parties and no ambiguity shall be construed in favor of or against either party. The terms "Agreement" and "Contract" shall be used interchangeably to have the same meaning as defined in this Section 1.1.b.

c. The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

d. Design Documents

Design Documents are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design Professional and the Design Professional's consultants under their respective professional services agreements. Design Documents may include, without limitation, studies, surveys, models, sketches, drawings, specifications, the Project Manual and other similar materials.

e. Construction Management Plan

The Construction Management Plan is prepared by the CM@Risk for its use in managing the Work and is not a Contract Document. The Construction Management Plan must include, at a minimum and without limitation, the following separate deliverables, which are subject to review and approval by the Design Professional and City:

i. Safety and Logistics Plan;

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ii. CM@Risk's Construction Schedule;
iii. Cost Management Plan, Control Estimate and Schedule of Values;
iv. Quality Management, Commissioning and Turnover Plan; and
v. Information Management System.

f. As-Built Documents

The As-Built Documents are the Drawings, Specifications, and addenda thereto that may be updated by the CM@Risk to accurately reflect the actual Work in place, including without limitation, the incorporation of Change Orders, responses to the CM@Risk's requests for information, Design Professional's supplemental instructions, field modifications, and other similar changes made to the Work during construction. The As-Built documents shall conform to the format and compatibility requirements of the Contract Documents including Section 2.10 of the Contract.

g. Work Breakdown Structure

The Project's Work Breakdown Structure ("WBS") is a deliverable-oriented, hierarchical organization of the Project components to be executed by the City, and its accompanying numbering system. The WBS will be mutually agreed upon by the City and Design Professional and used by the CM@Risk.

h. Equal to (or Approved Equal)

Products by manufacturers and information about those products other than those products specified in the Contract Documents which the CM@Risk may submit for substitution as equal to those products specified in the Contract Documents; which may be incorporated in the Work after using the process specified in the Contract Documents for review and acceptance by the Design Professional and acceptance of same by the City.

i. Underground Facilities

All underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

j. Force Majeure

An act of God, fire, tornado, hurricane, flood, earthquake, explosion, war on American soil, civil disturbance, labor strikes, and similar unavoidable circumstances beyond CM@Risk's control, not caused by the negligent act or omission of CM@Risk or breach of this Agreement, its Subcontractors, or anyone else for whom CM@Risk is responsible, and not caused by CM@Risk's breach of a project labor or a "no strike" agreement.

k. Knowledge

The terms "knowledge," "recognize" and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the CM@Risk, shall be interpreted to mean that which the CM@Risk knows or should know, recognizes or should recognize and discovers or should discover in exercising the care, skill, and diligence of a diligent and prudent contractor familiar with the Work. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a diligent and prudent contractor familiar with the Work and in accordance with the highest standards in the construction

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profession.

l. Proposal
The offer or proposal of an Offeror submitted on the prescribed form setting forth the prices for the Work to be performed.

m. Offeror
The individual or entity that submits a Proposal directly to City.

n. Proposal Documents
The Proposal Requirements and the proposed Contract Documents including all addenda.

o. Proposal Requirements
The Advertisement or Request for Proposal, Invitation to Offerors, Instructions to Offerors, Offeror's Bond or other Proposal security, the Proposal Form, and the Proposal with any attachments.

p. Notice of Award
A written notice given by City to the Successful Offeror stating that upon timely compliance by the Successful Offeror with the conditions precedent listed in such notice, City will sign and deliver the Agreement.

q. Calendar Day
A day consisting of 24 hours measures from midnight to the next midnight. A "day" or "Day" unless otherwise defined shall mean a Calendar Day.

r. Business Day
A day that the City conducts normal business, generally Monday through Friday, except for federal or state holidays observed by the City.

s. Notice to Proceed
A written instrument from the City to the CM@Risk requiring the CM@Risk to proceed with performance of activities, including, but not limited to development of submittals, ordering of materials, and any other services (the "Preconstruction Services") required to prepare for and expedite the construction of the Work as required by the Contract Documents; and complete the Work (the "Construction Services").

t. Any terms not defined herein shall have the meaning as set forth in the Agreement.

Section 1.2 Correlation and Intent of the Contract Documents

a. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the CM@Risk. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the CM@Risk shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Where a conflict occurs between or within standards, specifications, and drawings, the more stringent or higher quality requirements shall apply. The precedence and coordination of the Contract Documents are as follows:

.1 Any addenda and modifications to the Drawings and Specifications take precedence over any earlier Contract Documents.

.2 Should there be a conflict within the Specifications, or within the Drawings, or between the Drawings and Specification, the Design Professional shall decide which stipulation will provide the best installation and its decision shall be final.

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.3 The Drawing and Specifications are intended to coordinate with each other. Anything shown on the Drawings but not mentioned in the Specification or vice-versa, or anything not expressly set forth in either, but which is reasonably implied, shall be furnished as though specifically shown and mentioned in both without any extra charge.

.4 The Drawings, for purposes of clearness and legibility, are essentially diagrammatic, and although the sizes and locations of equipment are shown to scale wherever possible, the CM@Risk, Subcontractors, and Sub-subcontractors are required to familiarize themselves with all the Work required by the Contract Documents. Each CM@Risk, Subcontractor, and Sub-subcontractor shall properly coordinate its work with that of the City and all Separate Contractors. It is not within the scope of the Drawings to show all necessary offsets, obstructions or structural conditions. It shall be the responsibility of each CM@Risk to plan, coordinate, and install its work in such a manner so as to conform to the structure. Any conflict within the Drawings shall be referred to the Design Professional for disposition prior to the installation of any affected work.

.5 Figured dimensions contained in the Contract Documents shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not figured, shall be executed until instructions have been obtained from the Design Professional as to the dimensions to be used. Larger scale Drawings shall have preference over smaller scale drawings, but discrepancies shall be referred to the Design Professional for interpretation.

.6 Underground Facilities

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site is based on information and data furnished to City or Design Professional by the owners of such Underground Facilities, including City, or by others, unless it is otherwise expressly provided in the Contract Documents:

City and Design Professional shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

the cost of all of the following are included in the Contract Price, and CM@Risk shall have full responsibility for:

reviewing and checking all information and data;

verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

coordination and adjustment of the Work with the owners (including City) of such Underground Facilities, during construction; and

the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

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Not Shown or Indicated: If an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings or otherwise indicated in the Contract Documents, or was not shown or indicated on the Drawings or in the Contract Documents with reasonable accuracy, then CM@Risk shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith, identify the owner of such Underground Facility and give notice to that owner and to City. CM@Risk shall be responsible for the safety and protection of such discovered Underground Facility.

If City concludes that a change in the Contract Documents is required, a Change Order may be issued to reflect and document such consequences, subject to the provisions of Article 7.

Verification of existing utilities, structures, and service lines shall include notification of all utility companies a minimum of 48 hours in advance of construction including exploratory excavation if necessary.

.7 Reliance by CM@Risk on Technical Data:

CM@Risk is provided certain technical data with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. CM@Risk may not make any Contract Claim against City, or any of its officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

the completeness or accuracy of such reports and drawings for CM@Risk's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CM@Risk, and safety precautions and programs incident thereto; or

other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

the contents of other Site-related documents made available to CM@Risk, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or

any CM@Risk interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

i. The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

b. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the CM@Risk in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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c. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

Section 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents that are a part of this Contract.

Section 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

Section 1.5 Ownership and Use of Design Documents

a. Submittal or distribution of the Design Documents or any portion thereof to meet official laws, statutes, ordinances and regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the City's reserved rights.
b. The CM@Risk, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Design Documents provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Design Documents. The CM@Risk, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Design Documents on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the City.

Section 1.6 Notice

a. Except as otherwise provided in Section 1.6.b, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement. In the event notice is provided by mail, it shall be sent certified return receipt requested.
b. Notice of Claims as provided in Section 15.1.c shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

Section 1.7 Digital Data Use and Transmission

a. The parties shall agree upon protocols governing the transmission and use of Design Documents or any other information or documentation in digital form. The parties will establish the protocols for the development, use, transmission, and exchange of digital data in writing, as mutually agreed.
b. The CM@Risk, at any time upon the request of the City, shall immediately return and surrender to the City, without limitation, all electronic and hard copies of any Project-related materials, records, notices, memoranda, recordings, drawings, specifications, mock-ups and any other documents furnished by the City or the Design Professional to the CM@Risk.

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Section 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without written agreement to protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

Section 1.9 The representations and warranties contained in the Contract Documents shall survive the complete performance of the Work or earlier termination of this Agreement.

Article 2. CITY

Section 2.1 General

a. The City is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The City shall designate in writing a representative who shall have express authority to bind the City with respect to all matters requiring the City's approval or authorization. Except as otherwise provided in Section 4.2.a, the Design Professional does not have such authority. The term "City" means the City or the City's authorized representative.
b. The City shall furnish the following information to a person, including the Design Professional or CM@Risk, who makes a request for information under Texas Government Code Chapter 2253, related to a payment, maintenance, or performance bond: (1) a certified copy of the relevant bond and any attachment to the bond; (2) the public work contract for which the bond was given; and (3) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, for obtaining information concerning licensed insurance companies.
c. The City may obtain independent review(s) of the Design Professional's Design Documents, or of any document or other materials submitted by the CM@Risk, by a separate architect, engineer, contractor, cost estimator or any other consultant they deem necessary and put under contract to or cause to be employed by the City. Such independent review shall be undertaken at the City's expense in a timely manner and shall not delay the orderly progress of the Work. The Design Professional and CM@Risk shall cooperate with such City's other consultants fully and respond to their reviews and comments in writing in a timely and comprehensive manner. This provision shall not be interpreted to require the City to obtain an independent review or imply that the City is in any way assuming responsibility for the work of the Design Professional and CM@Risk.

Section 2.2 Omitted.

Section 2.3 Information and Services Required of the City

a. Omitted.
b. The City shall retain a Design Professional lawfully licensed to practice architecture or engineering as applicable, or an entity lawfully practicing architecture or engineering, as applicable, in the

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jurisdiction where the Project is located. That person or entity is identified as the Design Professional in the Agreement and is referred to throughout the Contract Documents as if singular in number.

c. If the employment of the Design Professional terminates, the City shall employ a successor whose status under the Contract Documents shall be that of the Design Professional.
d. The City shall furnish surveys describing physical characteristics, legal limitations and utility locations for the Site of the Project, and a legal description of the Site. The CM@Risk shall be entitled to rely on the accuracy of information furnished by the City but shall exercise proper precautions relating to the safe performance of the Work.
e. The City shall furnish information or services required of the City by the Contract Documents with reasonable promptness. The City shall also furnish any other information or services under the City's control and relevant to the CM@Risk's performance of the Work with reasonable promptness after receiving the CM@Risk's written request for such information or services.
f. Unless otherwise provided in the Contract Documents, the City shall furnish to the CM@Risk one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.b.
g. The foregoing are, without limitation and in addition to, the other duties and responsibilities of the City specified in Article 6 and Article 9.

Section 2.4 City's Right to Stop the Work

If the CM@Risk fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the City may issue a written order to the CM@Risk to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the CM@Risk or any other person or entity, except to the extent required by Section 6.1.c nor shall the exercise of the City's right hereunder give rise to any claim by CM@Risk for additions to the Contract Price or Contract Time.

Section 2.5 Omitted.

Section 2.6 Extent of City Rights

a. The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the City granted in the Contract Documents; at law; or in equity.
b. In no event shall the City or Design Professional have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work. Notwithstanding anything else herein, and without limitation, any review(s), independent or otherwise, or approval(s) by the City or Design Professional of the Design Documents, the Contract Documents, the CM@Risk's Construction Management Plan(s), the CM@Risk's Construction Schedule, shop drawings, submittals, meeting minutes or other CM@Risk's services, deliverables or activities; nor the exercising of any of the rights and authority granted the City or Design Professional in the Contract Documents shall in any way reduce, diminish, or otherwise affect the CM@Risk's responsibilities, duties and accountability to the City for, without limitation, the construction means, methods, techniques, sequences, procedures or for safety precautions, and the provision of the Work per the requirements of the Contract Documents.

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c. The City reserves the right to have the CM@Risk and/or Subcontractors remove person(s) and/or personnel from any and all work on the Project for cause but without cost to the City. Such requests from the City will be made in writing and may be done directly or indirectly through the Design Professional or on-site representative. "Cause" may include, but is not limited to, any of the following: incompetence, poor workmanship, poor scheduling abilities, poor coordination, disruptive to the project, the facility or others, poor management, cause delay or delays, will not strictly adhere to facility procedures and project requirements either willfully or unknowingly, insubordination, drug/alcohol use, possession of contraband, belligerent acts or actions, etc. The CM@Risk shall provide replacement person(s) and/or personnel acceptable to the City at no cost to the City.

Article 3. CONTRACTOR

Section 3.1 General

a. The CM@Risk is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The CM@Risk shall be lawfully licensed, if required in the jurisdiction where the Project is located, Denton County, Texas. The CM@Risk shall designate in writing a representative who shall have express authority to bind the CM@Risk with respect to all matters under this Contract. The term "CM@Risk" means the CM@Risk or the CM@Risk's authorized representative.
b. The CM@Risk shall perform the Work in accordance with the Contract Documents.
c. The CM@Risk shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Design Professional in the Design Professional's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the CM@Risk.

Section 3.2 Review of Contract Documents and Field Conditions by CM@Risk

a. Execution of the Contract by the CM@Risk is a representation that the CM@Risk has visited the Site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the CM@Risk and each Subcontractor have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project Site and surrounding areas and generally prevailing climatic conditions; (ii) anticipated labor supply and costs; (iii) availability and cost of materials, tools, and equipment; and (iv) other similar issues. The City and Design Professional assume no responsibility or liability for the physical condition or safety of the Project Site, or any improvements located on the Project Site. Except as set forth in Section 10.3, the CM@Risk shall be solely responsible for providing a safe place for the performance of the Work. The City and Design Professional shall not be required to make any adjustment in either the Contract Price or the Contract Time in connection with any failure by the CM@Risk or any Subcontractor to have complied with the requirements of this Section 3.2.a.
b. Because the Contract Documents are complementary, the CM@Risk shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the City pursuant to Section 2.3.d,

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shall take field measurements of and verify any existing conditions related to that portion of the Work, and shall observe and verify the impact of any conditions at the Site affecting it. These obligations are for the purpose of facilitating coordination and construction by the CM@Risk and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the CM@Risk shall promptly report to the Design Professional any errors, inconsistencies or omissions discovered by or made known to the CM@Risk as a request for information in such form as the Design Professional may require. If the CM@Risk performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Design Professional, the CM@Risk shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction per Section 12.2. It is recognized that the CM@Risk's review is made in the CM@Risk's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

c. The CM@Risk is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the CM@Risk shall promptly report to the Design Professional any nonconformity discovered by or made known to the CM@Risk as a request for information in such form as the Design Professional may require.
d. If the CM@Risk believes that additional cost or time is involved because of clarifications or instructions the Design Professional issues in response to the CM@Risk's notices or requests for information pursuant to Sections 3.2.b or 3.2.c, the CM@Risk shall submit Claims as provided in Article 15. If the CM@Risk fails to perform the obligations of Sections 3.2.b or 3.2.c, the CM@Risk shall pay such costs and damages to the City, subject to Section 15.1.g, as would have been avoided if the CM@Risk had performed such obligations. If the CM@Risk performs those obligations, the CM@Risk shall not be liable to the City or Design Professional for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless such error, inconsistency or omission could be ascertained from a careful study of the Contract Documents in its capacity as a contractor and not as a design professional.

Section 3.3 Supervision and Construction Procedures

a. The CM@Risk shall supervise and direct the Work, using the CM@Risk's best skill and attention. The CM@Risk shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work in accordance with the Contract Documents.
b. The CM@Risk shall be responsible to the City for acts and omissions of the CM@Risk's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the CM@Risk or any of its Subcontractors.
c. The CM@Risk shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
d. The CM@Risk shall carefully check its own work and that of Subcontractors as the Work is being performed.

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e. During the finishing stages of the project, the CM@Risk shall make frequent inspections of the Work, with the applicable Subcontractor(s) involved, if any, with seven (7) days advance notice to the Design Professional, and the CM@Risk shall identify incorrect and faulty Work.
f. The CM@Risk shall ensure that incorrect or faulty Work is corrected immediately.
g. The CM@Risk shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Design Professional in their administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the CM@Risk.

Section 3.4 Labor and Materials

a. Unless otherwise provided in the Contract Documents, the CM@Risk shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
b. The CM@Risk is encouraged to consider products and systems that improve the Project and retain the character of the products specified, but do not alter the intent of the Project. However, except in the case of minor changes in the Work authorized by the Design Professional in accordance with Section 7.4, the CM@Risk may make substitutions only by a formal request for substitution of products in place of those specified with the consent of the City, after evaluation by the Design Professional in accordance with the conditions set forth below and elsewhere in the Contract Documents, and a Change Order or Construction Change Directive. The CM@Risk must submit to the Design Professional and the City, for each proposed substitution:

.1 A full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog “cut sheets”, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution;

.2 A written explanation of the reasons the substitution is advantageous and necessary, including the benefits to the City and the Work in the event the substitution is acceptable;

.3 The adjustment, if any, in the Contract Price, in the event the substitution is acceptable;

.4 The adjustment, if any, in the time of completion of the Contract and the CM@Risk’s Construction Schedule in the event the substitution is acceptable;

.5 An affidavit stating that (1) the proposed substitution conforms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (2) the CM@Risk accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Design Professional;

.6 Proposals for substitutions shall be submitted electronically to the Design Professional and the City’s other consultants, if any, in sufficient time to allow no less than ten (10) business days for their respective reviews;

.7 No substitutions will be considered or allowed without the CM@Risk's submittal of complete substantiating data and information as stated herein; and

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.8 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (1) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (2) specified products are unavailable through no fault of the CM@Risk; (3) subsequent information discloses the inability of specified products to perform properly or to fit in the designated space; (4) the manufacturer/fabricator refuses to certify or guarantee the performance of the specified product as required; and (5) when, in the judgment of the City or the Design Professional, a substitution would be substantially in the City's best interests, in terms of cost, time, or other considerations; and

.9 Whether or not any proposed substitution is accepted by the City, the City's other consultants, if any (if any), or the Design Professional, the CM@Risk shall reimburse the City for any fees charged by the Design Professional, and the City's other consultants for evaluating each proposed substitute.

c. The CM@Risk shall enforce strict discipline and good order among the CM@Risk's employees and other persons carrying out the Work. The CM@Risk shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Smoking and chewing of tobacco products is prohibited in enclosed new construction. No glass bottles shall be brought on the construction Site or City's property by any construction personnel.
d. All work under this Agreement shall be performed in a skillful and workmanlike manner in accordance with the highest industry standards.
e. The CM@Risk shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The CM@Risk shall also use best efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance.

.1 If the Work is to be performed by trade unions, the CM@Risk shall make all necessary arrangements to reconcile, without delay, damage, or cost to the City and without recourse to the Design Professional or the City, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils that regulate or distinguish the activities that shall not be included in the work of any particular trade; and

.2 In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the City may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

Section 3.5 Omitted.

Section 3.6 Taxes

The CM@Risk shall, to the extent not exempted, pay sales, consumer, use and similar taxes for the Work provided by the CM@Risk that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. In no event shall the City pay the

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CM@Risk for taxes that were not properly due or for which the City is exempt from paying under Texas law.

Section 3.7 Permits, Fees, Notices and Compliance with Laws

a. Omitted.
b. The CM@Risk shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
c. If the CM@Risk performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, regardless of whether such work is in accordance with Contract Documents, and without notice to the Design Professional that the Contract Documents are at variance with applicable laws, ordinances, rules, or regulations, the CM@Risk shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. Codes and ordinances shall take full and complete precedence over anything contained in the Drawings, Specifications, or other Contract Documents, except where the Contract Documents call for Work or materials of higher standards than those required by codes or ordinances, in which case, the Contract Documents shall govern. Nothing contained in the Contract Documents shall be construed as authority for the CM@Risk to violate any applicable codes or ordinances in effect at the Site.
d. Concealed or Unknown Conditions
   If the CM@Risk encounters conditions at the Site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the CM@Risk shall promptly provide notice to the City and the Design Professional before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Design Professional will promptly investigate such conditions and, if, in the Design Professional's opinion, they differ materially and cause an increase or decrease in the CM@Risk's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Price or Contract Time, or both. If, in the Design Professional's opinion, the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Design Professional shall promptly notify the City and CM@Risk, stating the reasons. If either party disputes the Design Professional's recommendation, that party may submit a Claim as provided in Article 15.
   i. In no event shall any adjustment in the Contract Price or Contract Time be made for conditions which should have been known to the CM@Risk or would have been noticed by a CM@Risk of similar size and experience pursuant to its on-site inspection; by way of or conditions referenced in any other inspections or tests concerning the Site which have been made available to the CM@Risk or have been performed by the CM@Risk or its Subcontractors; are part of the Contract Documents; or are part of the materials provided by the CM@Risk to be used in constructing the improvements.
e. If, in the course of the Work, the CM@Risk encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the

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CM@Risk shall immediately suspend any operations that would affect them and shall notify the City and Design Professional. Upon receipt of such notice, the City shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The CM@Risk shall continue to suspend such operations until otherwise instructed by the City but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Price and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

f. The CM@Risk shall comply with all applicable laws, statutes, rules, codes, orders, regulations, and ordinances, including, but not limited to, all immigration, environmental and safety laws, statutes, rules, codes, orders and regulations.

.1 The CM@Risk shall also maintain at all times during the term of the this Agreement (and for the time otherwise required by law) all records required by the United States Citizenship and Immigration Services ("USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of CM@Risk's employees and shall respond at all times during the term of this Agreement in a timely fashion to any inspection request related to such I-9 forms by the CM@Risk, City or governmental agency or authority;

.2 Furthermore, during the term of this Agreement, and for the time otherwise required by law, CM@Risk shall cause its officers, directors, managers, agents, and employees to cooperate fully in all respects with any audit, inquiry, inspection, or investigation that may be conducted by the USCIS of the CM@Risk or any of its employees or subcontractors;

.3 The CM@Risk shall immediately, and in any event within two (2) hours of CM@Risk's first notice of an event described in this Section 3.7.f notify the City in writing and by in-person voice communications (not voicemail) of any unscheduled inspections, raids, investigations, inquiries, visits, or audits conducted by the USCIS, OSHA, or any other governmental agency or authority related to environmental, immigration, or employee safety issues of the CM@Risk, its agents, employees, its Design Professional, Subcontractors, or Sub-subcontractors;

.4 The CM@Risk shall, on a monthly basis during the term of this Agreement, conduct an audit of the I-9 forms for its employees and shall promptly correct any defects or deficiencies that are identified as a result of such audit;

.5 The City may, at its sole discretion, terminate this Agreement immediately if, at any time during the term of this Agreement, the CM@Risk violates or is in breach of any provision of this Section 3.7.f or the USCIS determines that CM@Risk has not complied with any of the immigration laws, statutes, rules, codes, or regulations of the United States or any applicable state laws or regulations, or any applicable local ordinances, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended, and any successor statutes thereto;

.6 If an employee of the CM@Risk or if the CM@Risk is later determined to not have valid I-9 information then that employee shall be removed and barred from the Project Site at the CM@Risk's expense; and

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.7 The CM@Risk shall require the Subcontractors, Sub-subcontractors and material suppliers to make the representations and warranties set forth in this Section 3.7.f and to be bound by the same requirements set forth herein.

Section 3.8 Allowances

a. The CM@Risk shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the CM@Risk shall not be required to employ persons or entities to whom the CM@Risk has reasonable objection.
b. Unless otherwise provided in the Contract Documents,
   .1 allowances shall cover the cost to the CM@Risk of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts;
   .2 CM@Risk's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances; and
   .3 whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.b.1 and (2) changes in CM@Risk's costs under Section 3.8.b.2.
c. Materials and equipment under an allowance shall be selected by the City with reasonable promptness.

Section 3.9 Superintendent

a. The CM@Risk shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work including, but not limited to, weekends, evenings and nights, or as otherwise reasonably and mutually agreed in writing with the City, until all punch list items have been completed to the satisfaction of the Design Professional. No Subcontractor shall perform work on the Site without the presence of the superintendent or assistant superintendent. The superintendent shall represent the CM@Risk, and communications given to the superintendent shall be as binding as if given to the CM@Risk.
b. The CM@Risk, as soon as practicable after award of the Contract, shall notify the City and Design Professional of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the City or the Design Professional may notify the CM@Risk, stating whether the City or the Design Professional (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Design Professional to provide notice within the 14-day period shall constitute notice of no reasonable objection.
c. All of the CM@Risk's proposed on-site personnel must be approved by the Design Professional and City. The CM@Risk shall not employ a proposed superintendent to whom the City or Design Professional has made reasonable and timely objection. The CM@Risk shall not change the superintendent without the City's consent, which shall not unreasonably be withheld or delayed. Substitution or other significant personnel changes which may affect the CM@Risk's on-site personnel must be preceded by written notification of the Design Professional and City no less than

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seven (7) business days before the anticipated event. Such proposed changes must be approved by the Design Professional and City. The CM@Risk shall designate a second person in charge in writing in the event the superintendent is temporarily absent due to illness, vacation, or any other cause(s).

Section 3.10 Omitted.

Section 3.11 Documents and Samples at the Site

The CM@Risk shall make available, to the City, Design Professional or their designees, at the Project Site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy and delivered to the Design Professional for submittal to the City upon completion of the Work as a record of the Work as constructed. The CM@Risk shall make available to the City or Design Professional for inspection and copying the record copy of the drawings, specifications, addenda, Change Orders and other Modifications, including all such documents maintained by the CM@Risk in electronic format, upon reasonable request of the City or Design Professional and, in any event, within twenty-four (24) hours of receipt by CM@Risk of a request from City or Design Professional for such review and/or copying. The City or Design Professional may request the record copy of the As-Built Documents, specifications, addenda, Change Orders and other Modifications of the Work to be updated before Substantial Completion to reflect the most current condition of the Project, as additional Cost of the Work paid as a Change Order at the City's expense. The City or Design Professional may require the CM@Risk to furnish the As-Built Documents in electronic format and may make copies of them prior to completion of the Work at the City's expense.

i. The CM@Risk shall provide final electronic files and one "hard" copy of the Drawings and Specifications to the City updated to reflect the final condition of the Project with the final Application for Payment as a condition precedent to final payment.

Section 3.12 Omitted.

Section 3.13 Omitted.

Section 3.14 Cutting and Patching

a. The CM@Risk shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
b. The CM@Risk shall not damage or endanger a portion of the Work or fully or partially completed construction of the City or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The CM@Risk shall not cut or otherwise alter construction by the City or a Separate Contractor except with written consent of the City and of the Separate Contractor. Consent shall not be unreasonably withheld. The CM@Risk shall not unreasonably withhold, from the City or a Separate Contractor, its consent to cutting or otherwise altering the Work.

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Section 3.15 Cleaning Up

a. The CM@Risk shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract and shall be responsible for daily clean-up of construction materials and dust control. At completion of the Work, the CM@Risk shall remove waste materials, rubbish, the CM@Risk's tools, construction equipment, machinery, and surplus materials from and about the Project and shall clean all glass surfaces and leave the Work "broom clean", or its equivalent, except as otherwise specified.
b. If the CM@Risk fails to clean up as provided in the Contract Documents, the City may do so and the City shall be entitled to reimbursement from the CM@Risk.

Section 3.16 Access to Work

The CM@Risk shall provide the City and Design Professional and their representatives with access to the Work in preparation and progress at all times wherever located, and shall provide proper and safe facilities for such access.

Section 3.17 Royalties, Patents and Copyrights

The CM@Risk shall pay all royalties and license fees. The CM@Risk shall defend suits or claims for infringement of copyrights and patent rights and shall defend and hold the City and Design Professional harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the City or Design Professional. However, if an infringement of a copyright or patent is discovered by, or made known to, the CM@Risk, the CM@Risk shall be responsible for the loss unless the information is promptly furnished to the Design Professional.

Section 3.18 Omitted.

Article 4. DESIGN PROFESSIONAL

Section 4.1 General

a. The Design Professional is the person or entity retained by the City pursuant to Section 2.3.b and identified as such in the Agreement.
b. Duties, responsibilities, and limitations of authority of the Design Professional as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the City, CM@Risk, and Design Professional. Consent shall not be unreasonably withheld.

Section 4.2 Administration of the Contract

a. The Design Professional will provide administration of the Contract as described in the Contract Documents and will be City's representative during construction until the date the Design Professional issues the final Certificate for Payment. The Design Professional will have authority to act on behalf of the City only to the extent provided in the Contract Documents.
b. The Design Professional will visit the Site at intervals appropriate to the stage of construction, or as otherwise agreed with the City, to become generally familiar with the progress and quality of

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the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, as the Work progresses and when fully completed, will be in accordance with the Contract Documents. However, the Design Professional will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Professional will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the CM@Risk's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.a.

c. On the basis of the Site visits, the Design Professional will keep the City reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the City (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the CM@Risk, and (3) defects and deficiencies observed in the Work. The Design Professional will not be responsible for the CM@Risk's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Professional will not have control over or charge of and will not be responsible for acts or omissions of, the CM@Risk, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

   i. **NEITHER THE CITY NOR THE DESIGN PROFESSIONAL NOR THE CITY'S OTHER CONSULTANTS SHALL BE RESPONSIBLE OR LIABLE FOR THE SAFETY PROGRAM(S) DEVELOPED BY THE CM@RISK OR ITS SUBCONTRACTORS FOR THE SAFETY OF PERSONS AND PROPERTY, OR FOR COMPLIANCE WITH STATUTES, RULES, REGULATIONS, AND ORDERS APPLICABLE TO CONDUCT THE WORK. SHOULD ANY CM@RISK OR THEIR SUBCONTRACTOR(S), OR THE SUB-SUBCONTRACTOR(S) MAKE A CLAIM AGAINST THE INDEMNITEES, OR SHOULD THEY OR ANY GOVERNMENTAL ENTITY BRING ANY ACTION OR LEVY OR FINE OR PENALTY AGAINST THE INDEMNITEES ON ACCOUNT OF ANY SAFETY-RELATED DAMAGE OR VIOLATION OF LAW ALLEGED TO HAVE BEEN SUSTAINED, THE CM@RISK AGREES THAT IT WILL HOLD THE INDEMNITEES HARMLESS AGAINST ANY SUCH VIOLATION, FINE, CLAIM OR SUIT, AND THAT IT WILL REIMBURSE THE INDEMNITEES THE COST OF DEFENDING SUCH SUIT, AND IF ANY JUDGMENT AGAINST THE INDEMNITEES ARISES THEREFROM, THE CM@RISK SHALL PAY OR SATISFY IT AND SHALL PAY ALL COSTS INCURRED BY THE INDEMNITEES.**

d. Communications

The City and CM@Risk shall include the Design Professional in all communications about the Design Professional's services or professional responsibilities. The City shall promptly notify the Design Professional of the substance of any direct communications between the City and the CM@Risk otherwise relating to the Project. Communications by and with the Design Professional's consultants shall be through the Design Professional. Communications by and with Subcontractors and suppliers shall be through the CM@Risk. Communications by and with Separate Contractors shall be through the City. The Contract Documents may specify other communication protocols.

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i. Failure of CM@Risk to give the City or Design Professional written notice of CM@Risk's objections, within three (3) business days, to directives, instructions, interpretations, or minutes from the City or Design Professional, shall constitute final and conclusive consent on the part of the CM@Risk to such directives, instructions, interpretations, or minutes of the City or Design Professional.

ii. Any written notice from the City or Design Professional to the CM@Risk shall be sufficiently given when delivered to the last known business address of the CM@Risk, or to its registered or authorized agent, representative, or officer. Any written notice from the CM@Risk to the City shall be sufficiently given when personally delivered to the City's Office, Attn: Project Manager, or at such other address and to the attention of such person as the City may from time to time designate in writing.

e. Based on the Design Professional's evaluations of the CM@Risk's Applications for Payment, the Design Professional will review and certify the amounts due the CM@Risk and will issue Certificates for Payment in such amounts.

f. The Design Professional has authority to reject Work that does not conform to the Contract Documents. Whenever the Design Professional considers it necessary or advisable, the Design Professional will have the authority to require inspection or testing of the Work in accordance with Sections 13.4.b and 13.4.c, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Professional to the CM@Risk, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

g. The Design Professional will review and approve, or take other appropriate action upon, the CM@Risk's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Design Professional's action will be taken in accordance with the submittal schedule approved by the Design Professional or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Design Professional's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the CM@Risk as required by the Contract Documents. The Design Professional's review of the CM@Risk's submittals shall not relieve the CM@Risk of the obligations under Sections 1.2, 3.2.a, 3.3, 13.9, and the warranty provided in Exhibit V of the Contract. The Design Professional's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Design Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

h. The Design Professional will prepare Change Orders and Construction Change Directives and may order minor changes in the Work as provided in Section 7.4. The Design Professional will investigate and make recommendations regarding concealed and unknown conditions as provided in Section 3.7.d.

i. The Design Professional will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant

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to Section 9.8; receive and forward to the City, for the City's review and records, written warranties and related documents required by the Contract and assembled by the CM@Risk pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

j. If the City and Design Professional agree, the Design Professional will provide one or more Project representatives to assist in carrying out the Design Professional's responsibilities at the Site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents. The City shall notify the CM@Risk of any change in the duties, responsibilities and limitations of authority of the Project representatives.

k. The Design Professional will interpret matters concerning performance under, and requirements of, the Contract Documents on written request of either the City or CM@Risk. The Design Professional's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

l. Interpretations of the Design Professional will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations, the Design Professional will endeavor to secure faithful performance by both City and CM@Risk, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

m. The Design Professional's opinions on matters relating to aesthetic effect will be considered by the City when making the City's determination on these issues and the City's decision will be final if consistent with the intent expressed in the Contract Documents. Such City's determination shall be communicated through the Design Professional.

n. The Design Professional will review and respond to requests for information about the Contract Documents. The Design Professional's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Design Professional will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

Article 5. SUBCONTRACTORS

Section 5.1 Definitions

a. A Subcontractor is a person or entity who has a direct contract with the CM@Risk to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

b. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

Section 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

a. Unless otherwise stated in the Contract Documents, the CM@Risk, as soon as practicable after award of the Contract, shall notify the City and Design Professional of the persons or entities

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proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Design Professional may notify the CM@Risk whether the City or the Design Professional (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Design Professional to provide notice within the 14-day period shall constitute notice of no reasonable objection.

b. The CM@Risk shall not contract with a proposed person or entity to whom the City or Design Professional has made reasonable and timely objection. The CM@Risk shall not be required to contract with anyone to whom the CM@Risk has made reasonable objection.
c. If the City or Design Professional has reasonable objection to a person or entity proposed by the CM@Risk, the CM@Risk shall propose another to whom the City or Design Professional has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Price and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Price or Contract Time shall be allowed for such change unless the CM@Risk has acted promptly and responsively in submitting names as required.
d. The CM@Risk shall not substitute a Subcontractor, person, or entity for one previously selected if the City or Design Professional makes reasonable objection to such substitution.
e. Upon request, the CM@Risk shall provide to the City an executed copy of all subcontracts, purchase orders, and other agreements relating to the Work.
f. The CM@Risk shall not sublet the Work as a whole. The approval of subcontractors in no way relieves the CM@Risk from full responsibility.

Section 5.3 Subcontractual Relations

a. By appropriate written agreement, the CM@Risk shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the CM@Risk by terms of the Contract Documents, and to assume toward the CM@Risk all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the CM@Risk, by the Contract Documents, assumes toward the City , the City's other consultants and Design Professional. Each subcontract agreement shall preserve and protect the rights of the City , the City's other consultants, and Design Professional under the Contract Documents with respect to the Work to be performed by the Subcontractor. Where appropriate, the CM@Risk shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CM@Risk shall make available for review for each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Notwithstanding the above, all Agreements with the City shall have all references to compensation redacted before disclosing to Subcontractors, sub-Subcontractors, or any other tier of vendor.
b. All subcontracts shall specifically provide that the City is an intended third-party beneficiary of such subcontract. The CM@Risk's subcontractors, however, are not intended third-party

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beneficiaries of this Agreement by pass through, assignment, or otherwise, except as provided in the Contract Documents, and the City shall not be bound to CM@Risk's subcontract agreements.

c. Whenever the CM@Risk receives payment pursuant to the Contract Documents, the CM@Risk shall make payments to each of its Subcontractors of any amounts actually received which were included in the CM@Risk's Application for Payment to the City for such subcontracts unless otherwise allowed to withhold payment by the terms and conditions of the subcontract or as allowed by law. The CM@Risk shall make such payments within ten (10) days of receipt of payment from the City in the same manner as the City is required to pay the CM@Risk under the Contract Documents if the Subcontractor is satisfactorily performing under its contract with the CM@Risk. Such payments from City to CM@Risk shall be imposed with an express trust to assure that payment is made to all Project Subcontractors, Sub-subcontractors, and suppliers. In addition to the express trust imposed upon such funds and the fiduciary duties incumbent upon the CM@Risk, Texas Property Code Chapter 162 shall apply.
d. The CM@Risk shall monitor the Subcontractors, who shall pay all suppliers, Sub-subcontractors, laborers, and any other persons who provide goods, materials, labor, or equipment to the Subcontractor any amounts actually received which were included in the Subcontractor's request for payment to the CM@Risk for such persons, within ten (10) days of receipt of payment from the CM@Risk. The construction payments made by the CM@Risk to the Subcontractor shall be trust funds as set forth in Chapter 162 of the Texas Property Code. If the Subcontractor fails to make such payments in the required manner, the Subcontractor shall pay said suppliers, Sub-subcontractors, and laborers interest as set forth in Chapter 162 of the Texas Property Code.
e. At the time the Subcontractor submits a request for payment to the CM@Risk, the Subcontractor shall also submit to the CM@Risk a list of the Subcontractor's suppliers, Sub-subcontractors, and laborers. The CM@Risk shall be relieved of the requirements of this Section regarding payment in ten (10) days and interest payments until the Subcontractor submits such list. If the CM@Risk fails to make timely payments to the Subcontractor as required by this Section, the CM@Risk shall pay the Subcontractor interest as calculated under the provisions of Chapter 2251 of the Texas Government Code. Nothing in this Section 5.3 shall be construed to affect the retention provisions of any contract.
f. The provisions of this Section 5.3 shall be made a part of each contract between the CM@Risk and each Subcontractor, either expressly or by incorporation by reference to this Section of the Contract Documents.

Section 5.4 Contingent Assignment of Subcontracts

a. Each subcontract agreement for a portion of the Work may be assigned by the CM@Risk to the City, provided that

.1 assignment is effective only after termination of the Contract by the City for cause pursuant to Section 9.2 of the Contract and only for those subcontract agreements that the City accepts by notifying the Subcontractor and CM@Risk; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the City accepts the assignment of a subcontract agreement, the City assumes the CM@Risk's rights and obligations under the subcontract.

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b. If the Work in connection with a subcontract has been suspended for more than thirty (30) days, after termination of the Contract by the City pursuant to Section 9.2 of the Contract and the City accepts assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for any increase in direct verifiable costs incurred by such Subcontractor as a result of the suspension.
c. Upon assignment to the City under this Section 5.4, the City may further assign the subcontract to a successor contractor or other entity, including the performance bond Surety's takeover or completion contractor, which shall relieve the City of any legal responsibility under the subcontract.
d. Each subcontract shall specifically provide that the City shall only be responsible to the Subcontractor for those obligations that accrue subsequent to the assignment of the Subcontractor to the City after suspension and termination of the Contract, as provided in this Section 5.4. This Section 5.4 shall be construed to prohibit a pass through or assignment of rights, unless authorized by the City in writing

Section 5.5 City Payments to Subcontractors

a. In the event of any default hereunder by the CM@Risk, or in the event the City or Design Professional fails to approve any Application for Payment that is not the fault of a Subcontractor, the City may make direct payment to the Subcontractor, less appropriate retainage. In that event, the amount paid the Subcontractor shall be deducted from the payment to the CM@Risk.
b. Nothing contained herein shall create any obligation on the part of the City to make any payments to any Subcontractor, and no payment by the City to any Subcontractor shall create any obligation to make any further payments to any Subcontractor.

Article 6. CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS

Section 6.1 City's Right to Perform Construction and to Award Separate Contracts

a. The term "Separate Contractor(s)" shall mean other contractors retained by the City under separate agreements. The City reserves the right to perform construction or operations related to the Project with the City's own forces, and with Separate Contractors in connection with other portions of the Project or other construction or operations on the Site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the CM@Risk claims that delay or additional cost is involved because of such action by the City, the CM@Risk shall make such Claim as provided in Article 15.
b. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "CM@Risk" in the Contract Documents in each case shall mean the CM@Risk who executes each separate City-CM@Risk Agreement.
c. The City shall provide for coordination of the activities of the City's own forces and of each Separate Contractor with the Work of the CM@Risk, who shall cooperate with them. The CM@Risk shall participate with any Separate Contractors and the City in reviewing their construction schedules. The CM@Risk shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the CM@Risk, Separate Contractors, and the City until subsequently revised.

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d. Unless otherwise provided in the Contract Documents, when the City performs construction or operations related to the Project with the City's own forces or with Separate Contractors, the City or its Separate Contractors shall have the same obligations and rights that the CM@Risk has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10 and 12.
e. The CM@Risk accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are listed in and identified as part of the Contract Documents. The CM@Risk shall be responsible for such pre-purchased items, if any, as if the CM@Risk were the original purchaser. The Contract Price includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

Section 6.2 Mutual Responsibility

a. The CM@Risk shall afford the City and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the CM@Risk's construction and operations with theirs as required by the Contract Documents.
b. If part of the CM@Risk's Work depends on proper execution or results upon construction or operations by the City or a Separate Contractor, the CM@Risk shall, prior to proceeding with that portion of the Work, promptly notify the Design Professional of any apparent discrepancies or defects in the construction or operations by the City or Separate Contractor that would render it unsuitable for proper execution and results of the CM@Risk's Work. Failure of the CM@Risk to notify the Design Professional of these apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the City's or Separate Contractor's completed or partially completed construction is fit and proper to receive the CM@Risk's Work.
c. The CM@Risk shall reimburse the City for costs the City incurs that are payable to a Separate Contractor because of the CM@Risk's delays, improperly timed activities or defective construction. The City shall be responsible to the CM@Risk for costs the CM@Risk incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
d. The CM@Risk shall promptly remedy damage that the CM@Risk wrongfully causes to completed or partially completed construction or to property of the City or Separate Contractor as provided in Section 10.2.e.
e. The City and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the CM@Risk in Section 3.14.
f. Should the CM@Risk wrongfully delay or cause damage to the work or property of any Separate Contractor, the CM@Risk shall, upon due notice, promptly attempt to settle with such other contractor by agreement or otherwise to resolve the dispute. If such Separate Contractor sues or initiates a judicial proceeding against the City on account of any delay or damage alleged to have been caused by the CM@Risk, the City shall notify the CM@Risk who shall defend such proceedings at the CM@Risk's expense. The City may fund the defense of such proceedings

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contemplated by this Section but, in any event, if any judgment or award against the City arises therefrom, the CM@Risk shall pay to satisfy it to the extent of CM@Risk's responsibility.

g. **SHOULD ANY SUCH SEPARATE CONTRACTOR WRONGFULLY DELAYED OR DAMAGED BY THE CM@RISK OR PERSONS FOR WHOM THE CM@RISK IS RESPONSIBLE PER SECTION 6.2.f MAKE A CLAIM AGAINST THE INDEMNITEES, OR BRING ANY ACTION AGAINST THE INDEMNITEES, ON ACCOUNT OF THE DAMAGE ALLEGED TO HAVE BEEN SO SUSTAINED, THE CM@RISK SHALL HOLD THE INDEMNITEES HARMLESS AND DEFEND THEM AGAINST ANY SUCH CLAIM OR SUIT, AND SHALL REIMBURSE TO THE INDEMNITEES THE COST INCLUDING, WITHOUT LIMITATION, REASONABLE, ADDITIONAL ATTORNEY'S FEES INCURRED DEFENDING SUCH SUIT, AND IF ANY JUDGMENT AGAINST THE INDEMNITEES ARISES THERE FROM, THE CM@RISK SHALL PAY OR SATISFY IT AND SHALL PAY ALL COSTS INCURRED BY THE INDEMNITEES.**

h. Should the CM@Risk be caused damage by any City's Separate Contractor(s)'s work, by reason of such City's Separate Contractor's failure to perform properly under its contract with the City, no action will lie against the City, and the City shall have no liability therefor, but the CM@Risk may assert its claims for damages directly against such City's Separate Contractor and the City shall reasonably assist the CM@Risk by assign such rights to CM@Risk, unless otherwise prohibited under Texas law.

i. Inasmuch as the completion of the building within the prescribed time is dependent very largely upon the close and active cooperation of all those engaged therein, it is, therefore expressly understood and agreed that each contractor shall lay out and install its work at such time(s) and in such manner as to not delay or interfere with the carrying forward of the work of the other contractors.

j. Where the work of one contractor directly affects the conditions of the work of another contractor including, as examples only, and not limited to, providing shoring for backfilling, providing protective covering for painting, providing adequate bracing of door jambs, etc., the contractor performing the work which will adversely affect another contractor's work shall be responsible for providing adequate protection based upon methods used to perform its work.

Section 6.3 City's Right to Clean Up

If a dispute arises among the CM@Risk, Separate Contractors, or the City as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the City may clean up and the Design Professional will allocate the cost among those responsible, which allocation shall be final.

Article 7. CHANGES IN THE WORK

Section 7.1 General

a. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

b. A Change Order shall be based upon agreement among the City, CM@Risk, and Design Professional. A Construction Change Directive requires agreement by the City and Design

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Professional and may or may not be agreed to by the CM@Risk. An order for a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time and reasonably inferable from the intent of the Contract Documents may be issued by the Design Professional alone.

c. Changes in the Work shall be performed under applicable provisions of the Contract Documents. The CM@Risk shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Section 7.3 or as otherwise provided herein, a change in the Contract Price or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

Section 7.2 Change Orders

a. A Change Order is a written instrument prepared by the Design Professional and signed by the City, CM@Risk, and Design Professional stating their agreement upon all of the following:
    .1 The change in the Work;
    .2 The amount of the adjustment, if any, in the Contract Price; and
    .3 The extent of the adjustment, if any, in the Contract Time.

b. Methods used in determining adjustments to the Contract Price may include those listed in Sections 7.3.c, 7.3.g and 7.3.j.

c. Agreement on any Change Order constitutes a final settlement of all past and future claims, at law or in equity, concerning all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, delays, all direct and indirect costs, any claim for damages associated with such change, and any and all adjustments to the Contract Price and the construction schedule.

d. Change Orders Requiring City Council Approval
The Contract Price may not be increased because of a Change Order unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants. The approval of the Denton City Council is required if a Change Order involves a decrease or an increase of $50,000.00 or more. The original Contract Price of each Guaranteed Maximum Price Package also may not be increased under this Section 7.2 by more than twenty-five percent (25.0%) over the entire duration of the Project. The original Contract Price of each Guaranteed Maximum Price Package may not be increased by more than twenty-five percent (25%) over the entire duration of the Project for any reason; nor may the original Contract Price of each Guaranteed Maximum Price Package be decreased by more than twenty-five percent (25%) without the consent of the CM@Risk, as provided in Texas Local Government Code Sec. 252.048. After the Change Order is submitted by the CM@Risk under this Section 7.2, the additional time required to obtain City Council approval shall not be factored into any past or future claim for delays or calculated as a part of the Change Order request.

Section 7.3 Construction Change Directives

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a. A Construction Change Directive is a written order prepared by the Design Professional and signed by the City and Design Professional, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Price and Contract Time being adjusted accordingly.

b. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

c. If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed fee; or

.4 As provided in Section 7.3.d.

d. If the CM@Risk does not respond promptly or disagrees with the method for adjustment in the Contract Price, the Design Professional shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Price, an amount for overhead and profit calculated using the sum of the actual costs allowed in Sections 7.3.d.1 through 7.3.d.5, and using the percentages as set forth in Section 7.3.l below. In such case, and also under Section 7.3.c, the CM@Risk shall keep and present, in such form as the Design Professional may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.d shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Design Professional;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the CM@Risk or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Additional, verifiable payroll and subsistence costs incurred by the CM@Risk, Subcontractor, and Sub-subcontractor of field personnel directly attributable to the change.

e. If the CM@Risk disagrees with the adjustment in the Contract Time, the CM@Risk may make a Claim in accordance with applicable provisions of Article 15.

f. Upon receipt of a Construction Change Directive, the CM@Risk shall promptly proceed with the change in the Work involved and advise the Design Professional of the CM@Risk's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Price or Contract Time.

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g. A Construction Change Directive signed by the CM@Risk indicates the CM@Risk's agreement therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

h. The amount of credit to be allowed by the CM@Risk to the City for a deletion or change that results in a net decrease in the Contract Price shall be actual net cost as confirmed by the Design Professional. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

i. Pending final determination of the total cost of a Construction Change Directive to the City, the CM@Risk may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Design Professional will make an interim recommendation for purposes of monthly certification for payment for those costs and certify for payment the amount that the Design Professional recommends, in the Design Professional's professional judgment, to be reasonably justified. The Design Professional's interim recommendation of cost shall adjust the Contract Price on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

j. When the City and CM@Risk agree with a recommendation made by the Design Professional concerning the adjustments in the Contract Price and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Design Professional will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

k. If the City and CM@Risk do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Design Professional for determination. The Design Professional may consult with the City in connection with such determination either at the direction of the City or at the Design Professional's discretion. If the CM@Risk does not ultimately agree with the Design Professional's determination, the CM@Risk may assert a Claim in accordance with Article 15.

l. In Subparagraph 7.3.d, the allowance for the combined total of onsite and offsite overhead and profit included in the total cost to the City shall be based on the following schedule:

.1 For the CM@Risk, for Work performed by the CM@Risk's own forces, fee percentage of the Cost of Work stated in Section 5.1.a of the Agreement plus actual direct jobsite costs associated with the additional work, if any;

.2 For the CM@Risk, for Work performed by the CM@Risk's Subcontractor, fee percentage of the Cost of Work stated in the Agreement, if any, plus actual direct jobsite costs associated with the additional work, if any;

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor or Sub-subcontractor's own forces, ten percent (10%) of the cost;

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor;

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.d;

.6 Under no circumstance shall costs of the CM@Risk's supervisory, management, administrative or other office personnel, regardless of where

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stationed, be paid as cost of the Work under 7.3.d Conversely, the CM@Risk shall be compensated for their labor within the overhead and profit percentage specified in this Section 7.3.l;

.7 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can immediately be seen by inspection, shall be accomplished by a complete itemization of costs including labor, materials, and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also;

.8 When both additions and credits are involved in any change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any; and

.9 Overtime, when specifically authorized by the City and not as a requirement for the CM@Risk to fulfill its obligations under this Agreement, shall be paid for by the City on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period. Overhead and profit will not be paid by the City for overtime.

Section 7.4 Minor Changes in the Work

The Design Professional may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Price or an extension of the Contract Time. The Design Professional's order for minor changes shall be in writing. If the CM@Risk believes that the proposed minor change in the Work will affect the Contract Price or Contract Time, the CM@Risk shall notify the Design Professional and shall not proceed to implement the change in the Work. If the CM@Risk performs the Work set forth in the Design Professional's order for a minor change without prior notice to the Design Professional that such change will affect the Contract Price or Contract Time, the CM@Risk waives any adjustment to the Contract Price or extension of the Contract Time.

Section 7.5 Supporting Information

Notwithstanding the above, requests for an adjustment in the Contract Price or adjustment in the Contract Time shall be in a form and accompanied by supporting information with a level of detail wholly acceptable to the City and Design Professional. The CM@Risk shall also comply with all provisions of Articles 8 and 15 with respect to Claims. The required information shall be provided by the CM@Risk in less than twenty-one (21) days from the CM@Risk's request for an adjustment in the Contract Price or Contract Time. Failure to timely provide this information in the proper form may be, in and of itself, grounds for rejection of the request, at the sole discretion of the City or Design Professional.

Article 8. TIME

Section 8.1 Definitions

a. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
b. The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the CM@Risk or of persons or entities for whom the CM@Risk is responsible.

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c. The date of Substantial Completion is the date certified by the Design Professional in accordance with Section 9.8.
d. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

Section 8.2 Progress and Completion

a. Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the CM@Risk confirms that the Contract Time is a reasonable period for performing the Work.
b. The CM@Risk shall not knowingly, except by agreement or instruction of the City in writing, prematurely commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 10 of the Agreement to be furnished by the CM@Risk and City. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a Notice to Proceed given by the City, the CM@Risk shall notify the City in writing not less than five (5) days or other agreed period before commencing the Work to permit the timely filing of any additional necessary documents.
c. Attention is directed to the fact that the Work is urgently needed by the City; for this reason it shall be agreed that the CM@Risk will substantially complete all Work under the Contract within the time established in the Contract Documents and the most recently approved CM@Risk's Project Schedule. The CM@Risk shall begin the Work on the date of commencement as defined in the Contract Documents; carry the Work forward with adequate resources; furnish, without limitation such labor, supervision, materials, facilities, and equipment; and work such hours, including night shifts, overtime operations, and Sundays and/or holidays, as may be necessary to ensure the progress and completion of both the Work and the Project as reflected by the most recently approved CM@Risk's Project Schedule.
d. The CM@Risk shall achieve specific Contractual Milestone dates (if any), Substantial Completion, and Final Completion within the times stated in the Contract Documents, and such dates shall be adhered to and shall be the last acceptable dates for completion of Work required for those milestones and completions, unless and until modified by the City in writing.
e. The CM@Risk understands and agrees that all Work must be performed in an orderly and closely coordinated sequence so that the dates for Contractual Milestones (if any), Substantial Completion, and Final Completion, may be met by the both the CM@Risk as well as the respective Separate Contractors.
f. The CM@Risk shall also complete the Work in all of its details for final acceptance as expeditiously as possible after Substantial Completion.
g. The CM@Risk shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

Section 8.3 Delays and Extensions of Time

a. If the CM@Risk is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the City or Design Professional, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, implementation of Federal law or policies, unusual delay in transportation, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.f.ii, or other causes beyond the CM@Risk's control; (4) by delay authorized by the City pending mediation; or (5) by other causes

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that the Design Professional recommends may, justify delay, then the Contract Time may be extended for such reasonable time as the City may determine.

b. Claims relating to time shall be made in accordance with applicable provisions of Article 15.
c. This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.
d. Any claims for extension of time shall be made in writing to the City and Design Professional not more than ten (10) days after commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The CM@Risk shall provide an estimate of the probable effect of such delay on the progress of work within five (5) days of the first date the CM@Risk should reasonably be expected to have calculated the impact of such delay, but in no event more than fifteen (15) days after the commencement of the delay, with weekly updates to the impact if the delay is of an ongoing nature.
e. Extensions of the Contract Time will be made for delays due to weather conditions only when such conditions are more severe and extended than those reflected by the ten (10) year average for the month as evidenced by the National Climatic Data Center's (NCDC's) Surface Data US at http://gis.ncdc.noaa.gov/ website/ims-cdo/sod/viewer.htm or other data as mutually agreed by the City and CM@Risk for the Project area.
f. In allowing delays for weather, the City will be entitled to consider weather conditions prevailing throughout the entire Contract period. The City and CM@Risk will together reconcile actual working days lost and gained over the entire Contract period every ninety (90) days. The CM@Risk shall then adjust the schedule activities accordingly for both the CM@Risk's weather float reserves and City's float reserves where those activities are carried in the CM@Risk's Project Schedule (if any).Extensions of time due to weather or other allowable reasons will be granted on the basis of one-and-four-tenths (1.4) calendar days credit for every working day lost, with each separate extension figured to the nearest whole calendar day.
g. The extension of the contract completion time for weather conditions will occur only in the event that the weather in question affected critical activities on the most current CM@Risk's Construction Schedule, and at least one half of the work force allocated to that item of work was also adversely affected by the same weather conditions.

Section 8.4 CM@Risk's Obligations After Delay

a. If either the Work actually in place falls behind as reflected by the currently updated Master Project Schedule or CM@Risk's Construction Schedule, or it becomes apparent or likely in the reasonable opinion of the City after consultation with the Design Professional that the Work will not be completed within the Contract Time or in accordance with the CM@Risk's Construction Schedule, due to delays caused by the CM@Risk or its subcontractors, the CM@Risk agrees it shall, as necessary, take some or all of the following actions (hereinafter referred to collectively as "Extraordinary Measures") at no additional cost to the City or Design Professional, as required to substantially eliminate, in the judgment of the City, the backlog of CM@Risk's Work on the Project:

.1 Increase quantities of, without limitation, labor, supervision, material deliveries, equipment on Site, and crafts as necessary;

.2 Increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing;

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.3 Reschedule activities to achieve maximum practical concurrence of accomplishment; and

.4 Do whatever else is reasonably required by the City or Design Professional.

b. These Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the CM@Risk's compliance with the CM@Risk's Construction Schedule.

c. In the event of a delay, the City Design Professional may also require the CM@Risk to immediately submit a Proposed Recovery Schedule. If the Proposed Recovery Schedule is not satisfactory, the Design Professional may unilaterally establish a new Proposed Recovery Schedule acceptable to the City; issue it as a Construction Change Directive; and the CM@Risk shall comply therewith. The City may also require the CM@Risk to take any of the Extraordinary Measures to make up the lag in scheduled progress, all without additional cost to the City, or Design Professional.

d. Failure of the CM@Risk to substantially comply with the requirements of this Section 8.4 shall be considered grounds for a determination by the City, after consultation with the Design Professional, that the Contactor is in breach of this Agreement by failing to prosecute the Work and that of the Project so as to ensure its completion within both the Contract Time and the updated CM@Risk's Construction Schedule.

e. Likewise, in the event the progress of the Project falls behind the predictions of the Master Project Schedule through no fault of the CM@Risk, the City or Design Professional may request, and the CM@Risk may agree to take one or more of the Extraordinary Measures, with the City bearing the cost for such measures by Change Order.

f. The CM@Risk shall not be entitled to an adjustment in the Contract Price in connection with Extraordinary Measures required by the City under or pursuant to this Section 8.4, except as specifically noted otherwise in Section 8.4.e.

Section 8.5 City's Rights After Delay

a. In the event that any CM@Risk fails, or appears likely to fail, to complete a critical portion of Work on time or to complete a Contractual Milestone Date or completion date as evidenced by the most recently approved CM@Risk's Project Schedule, the City or the Design Professional shall have the right to impose any or all of the following options:

.1 Require the CM@Risk to substantiate the capability to get back on schedule within ten (10) business days;

.2 Require the CM@Risk to take some or all of the Extraordinary Measures, and do whatever else is required by the City or Design Professional until CM@Risk confirms, to the satisfaction of the City and Design Professional, the progress of the Work is in compliance and congruence with the most recently approved CM@Risk's Construction Schedule, such measures being at no extra cost to City and Design Professional;

.3 Withhold progress payment, or portions thereof, until such time as the CM@Risk is in compliance with the most recently approved CM@Risk's Project Schedule; and

.4 Contact or visit the factory, plant or distribution center whose production

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or delivery schedule may be critical to the scheduled completion of a portion of the contract work, and expedite same, at CM@Risk's expense.

Section 8.6 Liquidated Damages

a. Omitted.
b. Omitted.
c. Omitted.
d. Permitting the CM@Risk to continue and finish the Work, or any portion thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract. The CM@Risk acknowledges the City receives no benefits from early completion of the Project or the Work, therefore all rights, if any, to an early completion bonus or other increases in the Contract Price for such early completion are hereby waived by the CM@Risk.

Article 9. PAYMENTS AND COMPLETION

Section 9.1 Contract Price

a. The Contract Price is stated in the Agreement and, is the maximum amount payable by the City to the CM@Risk for performance of the Work under the Contract Documents. The Contract Price may only be increased pursuant to a Change Order signed by the City. Completion of the Work is a condition precedent to City's obligation to pay the full Contract Price.
b. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the City or CM@Risk, the applicable unit prices shall be equitably adjusted.

Section 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum or the Cost of the Work, the CM@Risk shall meet with the Design Professional, at the Preconstruction Conference with a proposed Schedule of Values. The CM@Risk's Schedule of Values will be reviewed by the City and Design Professional in the context of the CM@Risk's proposed Construction Management Plan, including, but not limited to, the CM@Risk's Construction Schedule therein. The values assigned to each work activity in the Schedule of Values should be generated by the projected earned value of the activities in the CM@Risk's Construction Schedule, rounded to the nearest five dollars, and equal in aggregate to the CM@Risk's and Subcontractor's contract amount(s). The Schedule of Values shall allocate the entire Contract Price to the various portions of the Work and be prepared in such form and supported by such additional data to substantiate its accuracy as the City and Design Professional may require. This Schedule of Values, unless objected to by the City or Design Professional, shall be used as a basis for reviewing the CM@Risk's Applications for Payment.

Section 9.3 Applications for Payment

a. At least ten days before the date established for each progress payment, the CM@Risk shall submit to the Design Professional an itemized "Application for Payment" prepared in accordance with the Schedule of Values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the CM@Risk's right to payment that the City or Design Professional require, such as copies of requisitions, and

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releases and waivers of liens from Subcontractors and suppliers and shall reflect retainage if provided for in the Contract Documents. The Application for Payment shall be notarized and include other documentation as reasonably required by the City; submitted electronically.

i. As provided in Section 7.3.i, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim recommendations of the Design Professional, but not yet included in Change Orders.

ii. Applications for Payment shall not include requests for payment for portions of the Work for which the CM@Risk does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the CM@Risk intends to pay.

iii. Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the City and Design Professional and in compliance with all applicable statutes:

.1 A duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the CM@Risk has entered into subcontracts, the amount of each such subcontract, the invoice from and the amount requested for any Subcontractor and material supplier in the requested Application for Payment, and the amount to be paid to the CM@Risk from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers;

.2 Duly executed statutory conditional waivers of mechanics' and material suppliers' lien for progress payments with teach payment application; and appropriate statutory unconditional waivers of mechanics' and material suppliers' liens for progress payments; and appropriate statutory unconditional waivers for final payments from all Subcontractors and, when appropriate, from material suppliers and lower tier Sub-subcontractors establishing payment or satisfaction of payment of all amounts requested by the CM@Risk on behalf of such entities or persons in any previous Application for Payment;

.3 An updated CM@Risk's Construction Schedule per Section 4.4 of the Agreement clearly showing the actual progress of the Work for each activity against the Work previously scheduled to be completed during the period, and against targeted activities' previously approved completion dates; and

.4 With every Application for Payment, CM@Risk will submit an affidavit stating that the CM@Risk has complied with the requirements of Chapter 2258, Texas Government Code. The parties hereto agree that any electronic copy of such affidavit shall be treated as an original for all intents and purposes;

.4 If required by the City's title insurer, if any, the CM@Risk shall execute a personal gap undertaking in form and substance satisfactory to such title insurer; and.

.5 Notwithstanding the above, Applications for Payment shall be in a form and accompanied by supporting information with a level of detail wholly acceptable to the Design Professional, and shall include, at a minimum, an updated monthly CM@Risk's Construction Schedule clearly and graphically comparing the actual "work-in-place" completed to the Work previously projected to be

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complete for the period. Failure to provide this information in the proper form may be, in and of itself, grounds for rejection of the Application for Payment, at the discretion of the Design Professional.

b. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. If approved in advance by the City, payment may similarly be made for materials and equipment suitably stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site shall be conditioned upon compliance by the CM@Risk with procedures satisfactory to the City to establish the stored materials and equipment which must be properly tagged as to material and job identification; must be available for inspection by the Design Professional; and such requests for payment must be accompanied by documentary evidence, which supports the request's validity; quantity and value of materials; proper material acceptance and storage; and including insurance on the materials as evidenced by a Certificate of Insurance or otherwise protects the City's interests. Such request shall include the costs of applicable insurance, storage, and transportation to the Site, for such materials and equipment stored off the Site. Such materials shall be:

.1 Protected from diversion, destruction, theft, and damage to the satisfaction of the City;

.2 Specifically marked for use on the Project; and

.3 Segregated from other materials at the storage facility.

c. The CM@Risk warrants that title to all Work covered by an Application for Payment will pass to the City either by incorporation in the construction or upon the receipt of payment by the CM@Risk, whichever occurs first. The CM@Risk further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the City shall be free and clear of liens, claims, security interests, or encumbrances, in favor of the CM@Risk, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

d. THE CM@RISK FURTHER EXPRESSLY UNDERTAKES TO DEFEND THE INDEMNITEES, AT THE CM@RISK'S SOLE EXPENSE, AGAINST ANY ACTIONS, LAWSUITS, OR PROCEEDINGS BROUGHT AGAINST THE INDEMNITEES AS A RESULT OF LIENS OR VERIFIED CLAIMS FILED AGAINST THE WORK, THE SITE OF ANY OF THE WORK, THE PROJECT SITE AND ANY IMPROVEMENTS THEREON, PAYMENTS DUE THE CM@RISK, THE PROJECT BOND OR ANY PORTION OF THE PROPERTY OF ANY OF THE INDEMNITEES (REFERRED TO COLLECTIVELY AS "LIENS OR VERIFIED CLAIMS" IN THIS SECTION 9.3.d). THE CM@RISK HEREBY AGREES TO INDEMNIFY AND HOLD THE INDEMNITEES HARMLESS AGAINST ANY SUCH LIENS OR VERIFIED CLAIMS AND AGREES TO PAY ANY JUDGMENT OR LIENS OR VERIFIED CLAIMS RESULTING FROM ANY SUCH ACTIONS, LAWSUITS, OR PROCEEDINGS.

Section 9.4 Certificates for Payment

a. The Design Professional will, within seven (7) days after receipt of the CM@Risk's Application for Payment, either (1) issue to the City a "Certificate for Payment" in the full amount of the Application for Payment, with a copy to the CM@Risk; or (2) issue to the City a Certificate for

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Payment for such amount as the Design Professional recommends is properly due, and notify the CM@Risk and City of the Design Professional's reasons for withholding certification in part as provided in Section 9.5.a; or (3) withhold certification of the entire Application for Payment, and notify the CM@Risk and City of the Design Professional's reason for withholding certification in whole as provided in Section 9.5.a.

b. The issuance of a Certificate for Payment will constitute a representation by the Design Professional to the City, based on the Design Professional's evaluation of the Work and the data in the Application for Payment, that, to the best of the Design Professional's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the CM@Risk is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Design Professional. However, the issuance of a Certificate for Payment will not be a representation that the Design Professional has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the City to substantiate the CM@Risk's right to payment; or (4) made examination to ascertain how or for what purpose the CM@Risk has used money previously paid on account of the Contract Price.

c. Certification will be issued for ninety-five percent (95%) of the amount requested by the CM@Risk and approved by the Design Professional to be properly due until the CM@Risk is ninety-five percent (95%) completed with the Work. Thereafter, the accumulated retainage may be held without additional retainage, except that, should the CM@Risk at any time fail to keep current with the approved progress schedule, fail to assure payment to Subcontractors, Sub-subcontractors and suppliers as required hereunder; or fail to promptly and diligently correct Work that does not comply with the Contract Documents, certification of ninety-five percent (95%) shall automatically again become effective and shall apply as long as the CM@Risk lags behind such progress or fails to assure such payment.

Section 9.5 Decisions to Withhold Certification

a. The Design Professional may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the City, if in the Design Professional's opinion the representations to the City required by Section 9.4.b cannot be made. If the Design Professional is unable to certify payment in the amount of the Application for Payment, the Design Professional will notify the CM@Risk and City as provided in Section 9.4.a. If the CM@Risk and Design Professional cannot agree on a revised amount, the Design Professional will promptly issue a Certificate for Payment for the amount for which the Design Professional is able to make such representations to the City. The Design Professional may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Design Professional's opinion to protect the City from loss for which the CM@Risk is responsible, including loss resulting from acts and omissions described in Section 3.3.b, because of any of the following:

.1 defective Work not remedied;

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.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the City is provided by the CM@Risk;

.3 failure of the CM@Risk to make payments properly to Subcontractors, Sub-subcontractors and suppliers or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

.5 damage to the City or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 repeated failure to carry out the Work in accordance with the Contract Documents;

.8 CM@Risk's failure to obtain necessary permits or licenses or to comply with applicable codes, regulations, or other laws;

.9 failure to fully execute the Contract with all associated documents as required;

.10 bond claims, or liens, filed for any portion of the Work; or

.11 failure of the CM@Risk to comply with any provisions of the Contract Documents, including without limitation Section 8.4.

b. Omitted.

c. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld less all associated damages, costs and expenses, suffered or accrued by the City or Design Professional. In the event the Design Professional nullifies a previously issued Project Certificate for Payment, and the City has, prior to such nullification, paid thereon, the CM@Risk shall promptly reimburse to the City amounts the latter had previously paid pursuant to the nullified project Certificate for Payment. Alternately, the City may withhold payment in any subsequent Application for Payment, until and unless the reasons for nullification of the previously issued project Certificate for Payment have been remedied and all associated damages, costs, and expenses of City and Design Professional have been paid by the CM@Risk.

d. If the Design Professional withholds certification for payment under Section 9.5.a.3, the City may, at its sole option, issue joint checks to the CM@Risk and to any Subcontractor or supplier to whom the CM@Risk failed to make payment for Work properly performed or material or equipment suitably delivered. If the City makes payments by joint check, the City shall notify the Design Professional and the CM@Risk shall reflect such payment on its next Application for Payment.

e. The CM@Risk shall not stop work or terminate the Contract if the Design Professional should refuse to issue any certificate because the Application for Payment does not conform with the requirements of Sections 9.3, 9.4, 9.5 or any other portion of these General Conditions, as supplemented herein.

Section 9.6 Progress Payments

a. After the Design Professional has issued a Certificate for Payment, the City shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Design Professional.

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b. The CM@Risk shall pay each Subcontractor, Sub-subcontractor and supplier, no later than ten (10) days after receipt of payment from the City the amount to which the Subcontractor, Sub-subcontractor and supplier is entitled, reflecting percentages actually retained from payments to the CM@Risk on account of the Subcontractor's, Sub-subcontractor's and supplier's portion of the Work, unless otherwise allowed by the provisions of the subcontract or by law. The CM@Risk shall notify City in advance and in writing of any payment(s) to be withheld from any Subcontractor. The CM@Risk shall, by appropriate agreement with each Subcontractor, Sub-subcontractor and supplier, require each to make payments to their Sub-subcontractors and suppliers in a similar manner.

c. The Design Professional will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the CM@Risk and action taken thereon by the Design Professional and City on account of portions of the Work done by such Subcontractor.

d. The City has the right to request written evidence from the CM@Risk that the CM@Risk has properly paid Subcontractors and suppliers amounts paid by the City to the CM@Risk for subcontracted Work. If the CM@Risk fails to furnish such evidence within seven (7) days, the City shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the City nor Design Professional shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

e. The CM@Risk's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.b, 9.6.c and 9.6.d.

f. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the City shall not constitute acceptance of any Work.

g. The CM@Risk shall not withhold from any Subcontractor sums due the Subcontractor for completed Work which has been paid for by the City unless allowed by the terms and conditions of the subcontract as stated in the Contract Documents or by law. The CM@Risk shall notify City in advance and in writing of any payment(s) to be withheld from any Subcontractor. Sums withheld by the City from the CM@Risk for deficiencies solely attributable to the CM@Risk shall not be grounds for the CM@Risk to withhold sums due to any Subcontractor. All sums paid to the CM@Risk for labor, materials, or equipment for the Work or Project shall be considered trust funds to be used by the CM@Risk for payment to those persons to the extent providing labor, materials and/or equipment incorporated into the Work or Project. Payments received by the CM@Risk for Work properly performed by Subcontractors and suppliers shall be held by the CM@Risk for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the CM@Risk for which payment was made by the City. However, notwithstanding the above, nothing contained herein shall require money to be placed in a separate account and not commingled with money of the CM@Risk, shall create any fiduciary liability or tort liability on the part of the CM@Risk for breach of trust or shall entitle any person or entity to an award of punitive damages against the CM@Risk for breach of the requirements of this provision.

h. <u>PROVIDED THE CITY HAS FULFILLED ITS PAYMENT OBLIGATIONS UNDER THE CONTRACT DOCUMENTS, THE CM@RISK SHALL DEFEND AND INDEMNIFY THE CITY FROM ALL LOSS, LIABILITY, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY LIEN CLAIM OR OTHER CLAIM FOR PAYMENT BY ANY SUBCONTRACTOR</u>

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OR SUPPLIER OF ANY TIER. UPON RECEIPT OF NOTICE OF A LIEN CLAIM OR OTHER CLAIM FOR PAYMENT, THE CITY SHALL NOTIFY THE CM@RISK. IF APPROVED BY THE APPLICABLE COURT, WHEN REQUIRED, THE CM@RISK MAY SUBSTITUTE A SURETY BOND FOR THE PROPERTY AGAINST WHICH THE LIEN OR OTHER CLAIM FOR PAYMENT HAS BEEN ASSERTED.

i. To the extent CM@Risk has received payment in accordance with the terms of this Agreement, the CM@Risk agrees to keep the Work and the Site of the Project and all project bonds free and clear of all bond claim and verified claims related to labor and materials furnished in connection with the Work.

j. If the City is entitled to reimbursement or payment from the CM@Risk under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the City. Notwithstanding anything contained in the Contract Documents to the contrary, if the CM@Risk fails to promptly make any payment due the City, or if the City incurs any costs and expenses to cure any default of the CM@Risk or to correct defective Work, the City shall have an absolute right to offset such amount against the Contract Price and may, at the City's sole discretion, elect either to (i) deduct an amount equal to that which the City is entitled from any payment then or thereafter due the CM@Risk from the City, or (ii) issue a written notice to the CM@Risk reducing the Contract Price by an amount equal to that which the City is entitled.

Section 9.7 Failure of Payment

If the Design Professional does not issue a Certificate for Payment, through no fault of the CM@Risk, within seven (7) days after receipt of the CM@Risk's Application for Payment, or if the City does not pay the CM@Risk within the date established in the Contract Documents, the amount certified by the Design Professional, then the CM@Risk may, upon seven (7) additional days' written notice to the City and Design Professional, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Price shall be increased by the amount of the CM@Risk's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

Section 9.8 Substantial Completion

a. "Substantial Completion" is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use, all major systems are operational, and all safety features are completed and City's receipt of written confirmation after final inspections by the applicable electrical, plumbing, fire department, health department, and other local and state officials having jurisdiction, stating the project is ready for occupancy by the City. In addition to the other requirements of the Contract Documents, and without limitation, the CM@Risk must also have obtained the written approval and issuance of any occupancy permits required by the laws of local government(s) and the State of Texas before the CM@Risk shall be deemed to have achieved Substantial Completion.

b. When the CM@Risk considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the CM@Risk shall prepare and submit to the Design Professional a comprehensive list of items to be completed or corrected prior to final payment. The CM@Risk shall proceed promptly to complete and correct items on the list. Failure to include an

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item on such list does not alter the responsibility of the CM@Risk to complete all Work in accordance with the Contract Documents. The CM@Risk will also provide the Design Professional a comprehensive list of all claims previously and properly made in writing and identified by the CM@Risk as unsettled at the time of Substantial Completion.

c. Upon receipt of the CM@Risk's list, the Design Professional will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Design Professional's inspection discloses any item, whether or not included on the CM@Risk's list, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the CM@Risk shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Design Professional. In such case, the CM@Risk shall then submit a request for another inspection by the Design Professional to determine Substantial Completion.
d. When the Work or designated portion thereof is substantially complete, the Design Professional will prepare a "Certificate of Substantial Completion" that shall establish the date of Substantial Completion; establish responsibilities of the City and CM@Risk for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the CM@Risk shall finish all items on the list accompanying the Certificate of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
e. The Certificate of Substantial Completion shall be submitted to the City and CM@Risk for their written acceptance of responsibilities assigned to them in the Certificate of Substantial Completion. Upon such acceptance, the City shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.
f. The CM@Risk's acceptance of payment per Section 9.8.e shall constitute a waiver for all purposes of all claims or causes of action by the CM@Risk against the City and the Design Professional, except those previously and properly made in writing and identified in the list provided by the CM@Risk as unsettled at the time of Substantial Completion per Sections 9.8.b.

Section 9.9 Partial Occupancy or Use

a. The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the CM@Risk, as such occupancy or use is consented to by the insurer, if required, provided it is authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and CM@Risk have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the CM@Risk considers a portion substantially complete, the CM@Risk shall prepare and submit a list to the Design Professional as provided under Section 9.8.b. Consent of the CM@Risk to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the City and CM@Risk or, if no agreement is reached, by decision of the City.

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b. Immediately prior to such partial occupancy or use, the City, CM@Risk, and Design Professional shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
c. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

Section 9.10 Final Completion and Final Payment

a. Upon receipt of the CM@Risk's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Design Professional will promptly make such inspection. When the Design Professional finds the Work acceptable under the Contract Documents and the Contract fully performed, the Design Professional will promptly issue a final Certificate for Payment stating that the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the CM@Risk and noted in the final Certificate for Payment is due and payable. The Design Professional's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.b as precedent to the CM@Risk's being entitled to final payment have been fulfilled. All warranties and guarantees required under Exhibit V to the Agreement or otherwise required pursuant to the Contract Documents shall be assembled and delivered by the CM@Risk to the Design Professional as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Design Professional until all warranties and guarantees have been received and accepted by the City. "Final Completion" occurs when all the conditions of this Section and the Contract Documents are met as set forth herein.
b. Neither final payment nor any remaining retained percentage shall become due until the CM@Risk submits to the Design Professional and City; (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or City's property might be responsible or encumbered (less amounts withheld by the City) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in full force after final payment is currently in effect; (3) a written statement satisfactory to the City that the insurance will cover the period required by the Contract Documents; (4) consent of surety to final payment; (5) if required by the City, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the City; (6) certification by the CM@Risk that (i) all Work has been completed in accordance with the Contract Documents, (ii) the final Application for Payment includes all claims of the CM@Risk against the City arising in connection with the Project and constitutes a waiver and release of any and all claims not presented in that application except for claims arising out of third party actions, cross-claims and counterclaims, and (iii) the As Builts maintained by the CM@Risk pursuant to the Contract Documents and delivered to the City or Design Professional are complete and accurate in all respects; and (7)evidence of compliance with all requirements of the Contract Documents, such as notices, certificates, affidavits, or other requirements to complete obligations under the Contract Documents, including, but not limited to, (i) instruction of the City's representatives in the operation of mechanical, electrical, plumbing, and other systems; (ii) delivery of keys to the City with keying schedule (master, submaster, and special keys); (iii) delivery to the City of the CM@Risk's warranties as set forth in the Contract Documents and each written warranty and

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assignment thereof prepared in duplicate, certificates of inspections, and bonds for the Design Professional's review and delivery to the City; (iv) delivery to the City of printed operating, servicing, maintenance and cleaning instructions for all Work (parts lists and special tools for mechanical and electrical work) in approved form; (v) delivery to the City of the As Builts; (vi) delivery to the City of a Final Waiver and Release of Liens covering all Work for itself and for each Subcontractor, vendor, and material supplier who furnished labor, materials, and services to the Work, executed by an authorized officer and duly notarized; (vii) delivery to the City of final waivers of lien from each subcontractor and material supplier who furnished labor, materials, and services to the Work, executed by their respective officers and duly notarized; and (viii) delivery of sales and use tax certificate number of the CM@Risk. In addition to the foregoing, all other submissions required by other Articles and Paragraphs of the Specifications and other Contract Documents shall be submitted to the City before approval of final payment. If a Subcontractor refuses to furnish a release or waiver required by the City, the CM@Risk may furnish a bond satisfactory to the City to indemnify the City against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the CM@Risk shall refund to the City all money that the City may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and attorneys' fees.

i. In addition to items listed in 9.10.b to be submitted before final payment will be made or remaining retainage released, CM@Risk shall deliver a permanent certificate of occupancy from local authorities having jurisdiction.

c. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the CM@Risk or by issuance of Change Orders affecting final completion, and the Design Professional so confirms, the City shall, upon application by the CM@Risk and certification by the Design Professional, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CM@Risk to the Design Professional prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

d. The making of final payment shall constitute a waiver of Claims by the City except those arising from

.1 bond claims, Claims, liquidated damages, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents;

.4 audits performed by the City, if permitted by the Contract Documents, after final payment; or

.5 gross negligence, willful misconduct, or fraudulent concealment in connection with the performance of the Contract.

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e. Application for and acceptance of final payment by the CM@Risk, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee against the City or Design Professional except those previously made in writing and identified by that payee arising after the waiver given at Substantial Completion payment described in Sections 9.8.b and 9.8.f.
f. In addition to any other damages, failure of the CM@Risk to achieve final completion within sixty (60) days after the specified date of Substantial Completion, subject to authorized extensions, will result in the CM@Risk being responsible for excess Design Professional's and other City's consultant(s)' fees beyond their original scope of services required to achieve final completion ("Excess Fees"). Excess Fees will be deducted from the amount due the CM@Risk.

Article 10. PROTECTION OF PERSONS AND PROPERTY

Section 10.1 Safety Precautions and Programs

The CM@Risk shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. CM@Risk's and all Subcontractors' Safety Programs shall comply with all applicable requirements of the Occupational Safety and Health Act of 1970, and all other applicable state, local, or federal laws or regulations.

Section 10.2 Safety of Persons and Property

a. The CM@Risk shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to all of the following:
   .1 employees on the Work and other persons who may be affected thereby;
   .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody, or control of the CM@Risk, a Subcontractor, or a Sub-subcontractor; and
   .3 other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
b. The CM@Risk shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
c. The CM@Risk shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The CM@Risk shall also be responsible, at the CM@Risk's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the CM@Risk.
d. When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the CM@Risk shall exercise utmost care and carry on such activities under supervision of properly qualified personnel, and the CM@Risk shall give the City and the Design Professional reasonable advance written notice of such planned activities.
e. The CM@Risk shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.a.2

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and 10.2.a.3 caused in whole or in part by the CM@Risk, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CM@Risk is responsible under Sections 10.2.a.2 and 10.2.a.3. The CM@Risk may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the City or Design Professional or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CM@Risk. The foregoing obligations of the CM@Risk are in addition to the CM@Risk's obligations under Article 11 of the Contract.

f. The CM@Risk shall designate a responsible member of the CM@Risk's organization at the Site whose duty shall be the prevention of accidents. This person shall be the CM@Risk's superintendent unless otherwise designated by the CM@Risk in writing to the City and Design Professional.
g. The CM@Risk shall not permit any part of the construction or Site to be loaded so as to cause damage or create an unsafe condition.
h. Injury or Damage to Person or Property
   If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
i. The CM@Risk shall immediately report in writing to the City and Design Professional all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately electronically, as well as by telephone or messenger to the City and the Design Professional.

Section 10.3 Hazardous Materials and Substances

a. Hazardous materials include any material in such quantity, concentration, and physical or chemical characteristics including, but not limited to, ignitability or toxicity, so as to be capable of posing an unreasonable risk to health, safety and/or property if released into the atmosphere, transported, stored, or disposed of. The CM@Risk is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the CM@Risk encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the CM@Risk, the CM@Risk shall, upon recognizing the condition, immediately stop Work in the affected area and notify the City and Design Professional of the condition in writing.

   .1 For the purposes of this section, the following terms have the below meanings (however, each definition should be read as broadly as possible to incorporate similar hazardous materials or substances:

      Asbestos: any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

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Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), and including but not limited to oil, fuel oil, oil sludge, oil refuse, gasoline, diesel fuel, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

Hazardous Waste: any solid waste listed as hazardous or which possesses one or more hazardous characteristics.

b. Upon receipt of the CM@Risk's written notice, the City shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the CM@Risk and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the City shall furnish in writing to the CM@Risk and Design Professional the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The CM@Risk and the Design Professional will promptly reply to the City in writing stating whether or not either has reasonable objection to the persons or entities proposed by the City. If either the CM@Risk or Design Professional has an objection to a person or entity proposed by the City, the City shall propose another to whom the CM@Risk and the Design Professional have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and CM@Risk. By Change Order duly processed and approved, the Contract Time shall be extended appropriately, and the Contract Price shall be increased by the amount of the CM@Risk's reasonable additional costs of shutdown, delay, and start-up, both as specified in Article 7. The term "rendered harmless" shall be interpreted to mean, without limitation that levels of hazardous materials, including, but not limited to, asbestos and polychlorinated biphenyls, are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the City have any responsibility for any substance or material that is brought to the Project Site by the CM@Risk, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The CM@Risk agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

c. Omitted.

d. The City shall not be responsible under this Section 10.3 for hazardous materials or substances the CM@Risk brings to the Site unless such materials or substances are required by the Contract Documents. The City shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the CM@Risk's fault or negligence in the use and handling of such materials or substances.

e. Omitted.

f. **THE CM@RISK SHALL INDEMNIFY THE CITY FOR THE COST AND EXPENSE THE CITY INCURS (1) FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CM@RISK BRINGS TO THE SITE AND NEGLIGENTLY HANDLES, OR (2) WHERE THE CM@RISK FAILS TO PERFORM ITS OBLIGATIONS UNDER SECTION 10.3.a, EXCEPT TO THE EXTENT THAT THE COST AND EXPENSE ARE DUE TO THE CITY'S FAULT OR NEGLIGENCE.**

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Section 10.4 Emergencies

In an emergency affecting safety of persons or property, the CM@Risk shall act, at the CM@Risk's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the CM@Risk on account of an emergency shall be determined as provided in Article 15 and Article 7.

Section 10.5 Site Visits

Anyone other than the City's designated representatives, the Design Professional, the Design Professional's consultants, and the City's other consultants visiting the job site who is not employed by a CM@Risk shall be required to register with the CM@Risk's site office before proceeding onto the job site.

Article 11. Omitted.

Article 12. UNCOVERING AND CORRECTION OF WORK

Section 12.1 Uncovering of Work

a. If a portion of the Work is covered contrary to the Design Professional's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Design Professional, be uncovered for the Design Professional's examination and be replaced at the CM@Risk's expense without change in the Contract Time.
b. If a portion of the Work has been covered that the Design Professional has not specifically requested to examine prior to its being covered, the Design Professional may request to see such Work and it shall be uncovered by the CM@Risk. If such Work is in accordance with the Contract Documents, the CM@Risk shall be entitled to an equitable adjustment to the Contract Price and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the CM@Risk's expense.

Section 12.2 Correction of Work

a. Before Substantial Completion

   The CM@Risk shall promptly correct Work rejected by the Design Professional or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, specifically including but not limited to additional testing and inspections, the cost of uncovering and replacement; the cost of any additional supervision, material, labor, equipment, rental charges, home office overhead, and other expenditures necessitated to both rectify the non-complying conditions, protect adjacent Work of both the CM@Risk and the Project, and restore Work by the CM@Risk and others necessarily damaged in the course of rectifying the non-complying conditions; as well as compensation for the Design Professional's services and expenses made necessary thereby, shall be at the CM@Risk's expense.

   i. If prior to the date of Substantial Completion the CM@Risk, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the CM@Risk shall cause such item to be restored to "like new" condition at no expense to the City. In addition, the CM@Risk shall promptly

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remedy damage and loss arising in conjunction with the Project caused in whole or in part by the CM@Risk, a Subcontractor, a Sub-subcontractor, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable or for which the CM@Risk is otherwise responsible.

b. After Substantial Completion

i. In addition to the CM@Risk's obligations under Exhibit V, if, within two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.a, or by terms of any applicable special warranty required by the Contract Documents, or within such longer period of time as may be prescribed by law, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the CM@Risk shall correct it promptly after receipt of notice from the City to do so, unless the City has previously given the CM@Risk a written acceptance of such condition. The City shall give such notice promptly after discovery of the condition. If the condition is reasonably discoverable, during the two-year period for correction of Work, and the City fails to notify the CM@Risk and give the CM@Risk an opportunity to make the correction, the City waives the rights to require correction by the CM@Risk and to make a claim for breach of warranty. If the CM@Risk fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the City or Design Professional, the City may correct it in accordance with Section 2.13, and charge the reasonable costs to the CM@Risk.

ii. The two-year period for correction of Work shall also be extended by the period of time between Substantial Completion and the actual completion of the corrective work performed by the CM@Risk pursuant to this Section 12.2, but only with respect to the corrected portions of the Work.

iii. Omitted.

c. Omitted.

d. The CM@Risk shall bear the cost of correcting destroyed or damaged construction of the City or Separate Contractors, whether completed or partially completed, caused by the CM@Risk's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. These costs specifically include, but are not limited to such additional supervision, material, labor, equipment rental charges, home office overhead, and other expenditures necessitated to rectify the non-complying conditions, protect adjacent Work, and restore Work by the CM@Risk and others necessarily damaged in the course of rectifying the non-complying conditions.

e. Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the CM@Risk has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.b relates only to the specific obligation of the CM@Risk to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CM@Risk's liability with respect to the CM@Risk's obligations other than specifically to correct the Work.

f. The CM@Risk's obligations under this Section 12.2 shall, without limitation, survive acceptance of the Work under the Contract and termination of the Contract.

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Section 12.3 Acceptance of Nonconforming Work

If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. In the event final payment has been made by the City subsequent to accepting such non-conforming Work, the CM@Risk shall pay the City for the reduction in the Contact Sum occasioned by such acceptance.

Article 13. MISCELLANEOUS PROVISIONS

Section 13.1 Omitted.

Section 13.2 Omitted.

Section 13.3 Rights and Remedies

a. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
b. No action or failure to act by the City, Design Professional, or CM@Risk shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

Section 13.4 Quality Management Tests and Inspections

a. Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the CM@Risk shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The CM@Risk shall give the Design Professional timely notice of when and where tests and inspections are to be made so that the Design Professional may be present for such procedures. The City shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The City shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require. As required by the provisions of Texas Government Code, Section 2269.058(a), as amended, the City shall provide or contract for the construction materials engineering, testing, and inspection services and the verification testing services necessary for acceptance of the facility by the City. To the extent that any of the provisions of this Section 13.4 or other provisions of this Agreement conflict with any of the provisions of Section 2269.058(a), as amended, such conflict is unintentional, and the provisions of the Texas Government Code shall control.
b. If the Design Professional, City, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.a, the Design Professional will, upon written authorization from the City, instruct the CM@Risk to make

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arrangements for such additional testing, inspection, or approval, by an entity acceptable to the City, and the CM@Risk shall give timely notice to the Design Professional of when and where tests and inspections are to be made so that the Design Professional may be present for such procedures. Such costs, except as provided in Section 13.4.c, shall be at the City's expense.

c. If such procedures for testing, inspection, or approval under Sections 13.4.a and 13.4.b reveal failure of the portions of the Work to comply with requirements established by the Contract Documents ("Failed Work"), all costs made necessary by the Failed Work, including those of repeated procedures and compensation for the Design Professional's services and expenses and all costs specified in Section 12.2 shall be at the CM@Risk's expense. The CM@Risk also agrees all costs of testing, inspection, and approval services required for the correction of the Failed Work and the cost of such similar services related to remedial operations performed to the Failed Work shall be borne by the CM@Risk.

d. Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the CM@Risk and promptly delivered to the Design Professional.

e. If the Design Professional is to observe tests, inspections, or approvals required by the Contract Documents, the Design Professional will do so promptly and, where practicable, at the normal place of testing.

f. It is the intent of the Construction Documents to require the CM@Risk to control the quality of the Work using the processes specified in the CM@Risk's Quality Management, Commissioning, and Turnover Plan contained within the most recent Construction Management Plan approved by the City and Design Professional. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work and shall conform to the most recently approved CM@Risk's Construction Schedule.

g. The responsibility for implementing the Quality Management, Commissioning and Turnover Plan is the CM@Risk's, as is the obligation to provide the Work and a complete and functional project per the Contract Documents. Notwithstanding anything herein, or in subsequently approved Quality Management, Commissioning and Turnover Plans, the City's review and Design Professional's approval of such plan(s) does not relieve the CM@Risk in any way of this responsibility.

h. The CM@Risk shall be in charge of scheduling; re-scheduling (when required); and confirming adequate distribution of reports and other findings from all testing and inspections of the Work. This responsibility includes, but is not limited to, scheduling the testing services of a certified testing laboratory which, by statute shall be contracted to and paid for by the City. The certified testing laboratory shall be acceptable to the Design Professional; and shall perform the tests as called for in the Contract Documents. The conditions that apply to materials testing and inspections include, but are not limited to the following:

    .1 The frequency and type of Quality Control testing shall be established by the CM@Risk and shall be sufficient to insure the delivery of the Work and a complete and functional project per the Contract Documents. The type and amount of testing required by the Contract Documents shall be seen as the minimums required, and shall be increased, if in the opinion of the CM@Risk, more testing is needed to meet the requirements of the CM@Risk.

    .2 The CM@Risk shall concurrently provide the Design Professional copies

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of all test results it receives within three (3) business days of receipt of same.

.3 The City shall provide such Quality Assurance testing as it and the Design Professional mutually agree to be adequate for their own needs. The City shall distribute the results of its own Quality Assurance tests as it, at its sole discretion, deems appropriate. The provision of Quality Assurance testing by the City, or lack thereof shall in no manner affect the responsibilities of the CM@Risk or Design Professional under this Agreement.

i. The CM@Risk shall facilitate and conduct weekly (or more frequent if necessary) meetings on Site for the coordination of all mechanical, electrical and special systems installation activities and possible interference(s) above ceilings, in mechanical rooms, etc. The mechanical trades shall typically have preference in the event of conflicts, and therefore the mechanical contractor's coordinator will usually lead each meeting, unless the CM@Risk decides another trade or the CM@Risk should take the lead. The Design Professional shall be informed of the meetings at least seven (7) days in advance, and the appropriate Design Professional's consultants should be invited to attend by the CM@Risk, as supplemented and coordinated by the Design Professional.

j. The CM@Risk's Quality Management, Commissioning and Turnover Plan shall specify that prior to completion and acceptance of any building system or phase, consistent with the Contract and applicable codes and CM@Risk will review, in detail, the steps for completing testing of all building systems with the City and Design Professional. This plan shall be coordinated with and shall be made part of the CM@Risk's Construction Schedule. All testing shall be of each complete system, before covering, or of individually separable larger portions of each system and shall be performed in the presence of the appropriate City's and Design Professional's consultant(s), representatives of the City, and at its option, either or both the Design Professional.

k. When heating, air conditioning, ventilating, exhaust, or other items of mechanical, electrical or other similar equipment are installed, or other systems or equipment requiring testing as may be specified in the CM@Risk's Quality Management, Commissioning and Turnover Plan, it shall be the responsibility of the CM@Risk, Subcontractor or Sub-subcontractor installing such equipment to operate it for a period of time satisfactory to the City prior to acceptance and before the start of warranty. The duration of such operation shall be as the City, City's consultant(s), Design Professional's consultant(s), City' employees and other City's representatives (the "Turnover Team") shall reasonably require for proper testing of the respective system and thorough instruction of the City's operating personnel.

l. All equipment, testing instruments, instruction materials and incidentals required for proper testing of such systems and thorough instruction of the City's operating personnel on each system's operations and maintenance shall be provided by the CM@Risk, Subcontractor or Sub-subcontractor responsible for providing and installing the equipment. Such tests and instruction shall be in meetings held solely for this purpose (the "Turnover Meetings"), which shall be coordinated and managed by the CM@Risk, who shall show their dates in the CM@Risk's Construction Schedule at least sixty (60) days prior to occurrence. The CM@Risk shall schedule the Turnover Meetings at times reasonably convenient for the City's consultant(s), Design Professional's consultant(s), City's employees and other City's representatives that the City and Design Professional agree are necessary to attend for each system. The Design Professional may attend such Turnover Meetings at its discretion.

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m. The CM@Risk shall provide a digital video record to the City, with copies to the Design Professional of all meetings for the purpose of City operational staff instruction or training; as well as commissioning of equipment. These videos will become a permanent part of all Operations and Maintenance manuals as applicable.
n. The CM@Risk shall prepare a digital video record of the project for the City with copies to the Design Professional at such stages as shall be indicated by the Design Professional for the purpose of documenting the location of piping, conduit, equipment, or other construction to be concealed at a later date; recording key inspections and tests; providing evidence of unforeseeable conditions encountered by the CM@Risk on Site; and other construction issues as the Design Professional may reasonably require from time to time.
o. The CM@Risk shall layout and mark any plantings, shrubs and trees which will require removal a minimum of five (5) business days prior to their removal. The CM@Risk shall notify the Design Professional in writing immediately upon completion of this marking, and the Design Professional will have the location of these marked plantings, shrubs and trees reviewed and approved (if correct) by the City. The Design Professional will then give permission for removal in writing to the CM@Risk. Plantings, shrubs, and trees shall not be removed or damaged without such permission.

Section 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest as set forth in the provisions of Texas Government Code, Chapter 2251, as amended, or its successor statute.

Section 13.6 Time Limits on Claims

The City and CM@Risk shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work.

Section 13.7 Omitted.

Section 13.8 Measurement

Before ordering any material or doing any Work, the CM@Risk shall verify all measurements for Work completed at the Project and shall be responsible for their accuracy. Any differences found shall be submitted to the Design Professional for consideration before proceeding with the Work. The CM@Risk shall use its utmost efforts to identify discrepancies in dimensions in a timely fashion and notify the City and Design Professional of these prior to commencing any Work affected by the ambiguous dimensions. No extra charge or compensation shall be allowed because of differences between actual measurements and the dimensions indicated on the Drawings.

Section 13.9 Expediting Materials

The CM@Risk shall immediately, after receipt of Notice to Proceed and approval of the list of Subcontractors and material suppliers, place orders for all equipment, materials, and supplies required for the Work, and shall submit to the Design Professional evidence that such orders have been placed in

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accordance with the CM@Risk's Construction Schedule.

Section 13.10 Addressing the City's Additional Needs and Concerns

a. Notwithstanding the above, the City has a unique set of stakeholders and organizational structure that creates special challenges the CM@Risk must completely and successfully address to the satisfaction of the City and Design Professional in the performance of the Work under this Agreement. The actions that shall be taken to address these special challenges include, but are not limited to, the following:

.1 The CM@Risk shall provide the superintendent once per month for a scheduled meeting with the City for a progress update on the project if requested by the City. A walk-through of the Site may be held as a part of this meeting, which shall be scheduled by mutual agreement during regular business hours.

.2 The CM@Risk may be required to provide the superintendent for one meeting per month with the Design Professional for the purpose of assisting the City in preparing City Council agenda items and assisting City staff in preparing presentations to the City Council for the benefit of the public. The actual preparation and submission of the City Council of any agenda or work session item shall be performed by the City.

.3 In addition to the meetings required to complete the Project, it is anticipated the City may request tours from time to time of the Project and the Site. The CM@Risk shall indicate in writing when such activity will be permitted and when the Site is off limits. These requirements shall be coordinated through the City.

Section 13.11 Additional Provisions

a. In the event that any provision herein is held to be unlawful, against public policy, or a violation of the Charter or Ordinances of the Denton City, Texas, such provision shall be modified to make it valid, or if modification is not possible, such provision shall be deleted and the remainder of this Agreement shall remain in full force and effect.

b. Each party hereto agrees to, without limitation, perform all acts; provide all services, material, equipment, labor and supervision; and to make, execute, and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

c. All exhibits referred to in the Contract Documents are, by reference, incorporated herein for all purposes.

d. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the Contract Documents.

e. Any specific requirement in this Contract that require responsibilities or obligations of the CM@Risk also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor, Sub-subcontractor or supplier of any tier. The omission of a reference to a Subcontractor in connection with any of the CM@Risk's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor, Sub-subcontractor or supplier of any tier under the Contract Documents or the applicable subcontract.

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f. The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a written document signed by City. No person is authorized on behalf of City to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the CM@Risk's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the CM@Risk shall be limited to the specific material restated in the written document signed by City and shall not relieve CM@Risk of any other of the duties and obligations under the Contract Documents.

g. The CM@Risk shall provide and file, as required by law, all notices required or permitted by the laws of the state in which the Project is located for protection of City from liens and claims of lien if permitted or required by applicable law. CM@Risk shall be responsible for filing in the appropriate court or other governmental office records all such notices as required or permitted by the laws of the state in which the Project is located.

h. The CM@Risk shall provide City with copies of all notices received by CM@Risk from Subcontractors, Sub-subcontractors, and/or suppliers to CM@Risk.

i. The City is a Texas home-rule municipality and as such is generally exempt from taxation under Texas law, which may include the purchase of items, materials, or supplies purchased on behalf of the City for this public works project. CM@Risk shall confirm that the City is exempt before paying taxes for items, materials, or supplies that may not be lawfully charged to the City.

j. City affirmatively represents that its governing body has duly appropriated such sums which are equal to or in excess of the contract amount, and that such contract amount may be lawfully paid by City to CM@Risk subject to the terms and conditions of the Contract Documents. In the event that City approves a Change Order, Construction Change Directive or other additional compensable Work to be performed by CM@Risk, (other than that contemplated by the Contract Documents under any remedy-granting provision), City will issue a written assurance at the time of such approval that such additional compensation to be paid has also been duly appropriated by the City's governing body.

k. In the event the City is required to further advertise the completion of the Work or the Project under any local, state or Federal law, the CM@Risk shall notify the City and Design Professional of such requirement(s) in writing not less than thirty (30) days in advance and attach a copy of the specific advertising and noticing required.

l. The CM@Risk shall, in addition to compliance with the requirements of Section 3.7.f and without limitation, not knowingly employ or contract with an illegal alien to perform any of the Work under this Agreement. The CM@Risk shall not knowingly contract with a Subcontractor that (i) knowingly employs or contracts with an illegal alien to perform work under this Agreement or (ii) fails to certify to the CM@Risk that the Subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.

    i. The CM@Risk shall comply with any reasonable request of the Texas Workforce Commission made in the course of an investigation pursuant to state law.

    ii. In addition to any other legal or equitable remedy, and notwithstanding anything to the contrary in the Contract Document the City may be entitled to for a breach of the Agreement, if the City terminates this Agreement, in whole or in part, due to CM@Risk's breach of the obligations set forth above in this Section 13.11.l CM@Risk shall be liable for actual and consequential damages to the City.

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m. It is the express intention of the parties that this Agreement is not to be construed as a waiver of any immunities or defenses of the City under Texas law.

n. Notwithstanding any other provision in the Contract Documents to the contrary, public property is protected from forced sale and therefore may not be made the subject of a mechanic's lien. Nothing in the Contract Documents shall be construed to allow a mechanic's lien on public property owned by the City. The City does not waive its immunities or right to object to or contest such a lien.

Article 14. Omitted.

Article 15. CLAIMS AND DISPUTES

Section 15.1 Claims

a. Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the City and CM@Risk arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.a does not require the City to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

b. Time Limits on Claims

The City and CM@Risk shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the dispute resolution method selected in the Agreement and within the period specified by applicable law.

c. Notice of Claims

Claims by either the City or CM@Risk must be initiated by written notice to the other party with a copy sent to the Design Professional, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall cooperate with the Design Professional and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by either party must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

i. Claims Made After Final Payment

After final payment, Claims made by the CM@Risk that have not otherwise been waived pursuant to this Contract, must be initiated within one hundred and eighty (180) days from the date of final payment by written notice to the City as a condition precedent to the CM@Risk's right to sue on the Contract.

ii. Claims by either the City or CM@Risk, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.b, shall be initiated by notice to the other party.

d. Continuing Contract Performance

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i. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 9 of the Contract, the CM@Risk shall proceed diligently with performance of the Contract and the City shall continue to make payments in accordance with the Contract Documents.

e. Claims for Additional Cost

If the CM@Risk wishes to make a Claim for an increase in the Contract Price, notice as provided in Section 15.1.c shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. Damages available to the CM@Risk are limited to those set forth in the Texas Local Government Code, Subchapter I, Section 271.153 or its successor statute(s).

f. Claims for Additional Time

i. If the CM@Risk wishes to make a Claim for an increase in the Contract Time, the CM@Risk shall provide written notice as required by Sections 8.3.d. and 8.3.e.

ii. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented in accordance with Section 8.3.e.

g. Waiver of Claims for Consequential Damages

The CM@Risk and City waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the CM@Risk for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 9 of the Contract. Nothing contained in this Section 15.1.g shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

Section 15.2 Omitted.

Section 15.3 Mediation

a. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to precedent to filing suit in a state district court having competent jurisdiction per the Contract Documents. If a statute of limitations is at issue, then suit may be filed by either party to toll the statute, but the suit shall then be stayed pending completion of the agreed mediation. If the parties cannot agree on a mediator, then the court may appoint one upon application of either party.

b. The parties shall endeavor to resolve their Claims by mediation. A request for mediation, shall be made in writing, delivered to the other party to the Contract.

c. Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the

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dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings.

d. The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Written agreement(s) reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

"General Decision Number: TX20260243 01/02/2026

Superseded General Decision Number: TX20250243

State: Texas

Construction Type: Building

County: Denton County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/02/2026

ASBE0021-011 06/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	$ 33.23	7.52

BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

CARP1421-002 10/01/2023

	Rates	Fringes
MILLWRIGHT	$ 32.02	11.27

ELEV0021-006 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 51.93	38.435+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59		

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Tons and under	$ 32.35	13.10

IRON0263-005 06/01/2025

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	$ 29.64	8.43

PLUM0100-008 11/01/2024

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only)	$ 39.76	14.04

SUTX2014-019 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 19.89	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation	$ 19.25	0.00
CAULKER	$ 16.63	0.00
CEMENT MASON/CONCRETE FINISHER	$ 12.93	0.00
DRYWALL HANGER AND METAL STUD INSTALLER	$ 15.42	0.00
ELECTRICIAN (Alarm Installation Only)	$ 18.83	3.32
ELECTRICIAN (Communication Technician Only)	$ 19.98	3.64
ELECTRICIAN (Low Voltage Wiring Only)	$ 15.80	2.18
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems	$ 18.82	0.83
FORM WORKER	$ 12.13	0.00
GLAZIER	$ 16.55	3.13
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL)	$ 14.74	0.00
INSTALLER - SIGN	$ 15.61	0.00
INSULATOR - BATT	$ 13.00	0.00
IRONWORKER, REINFORCING	$ 14.02	0.00
LABORER: Common or General	$ 11.76	0.00

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LABORER: Mason Tender - Brick	$ 10.54	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.75	0.00
LABORER: Pipelayer	$ 13.00	0.35
LABORER: Plaster Tender	$ 12.22	0.00
LABORER: Roof Tearoff	$ 11.28	0.00
LABORER: Landscape and Irrigation	$ 12.50	0.48
LATHER	$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 12.83	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 15.69	0.50
OPERATOR: Forklift	$ 13.21	0.81
OPERATOR: Grader/Blade	$ 12.48	0.00
OPERATOR: Loader	$ 13.46	0.85
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 18.44	0.00
OPERATOR: Roller	$ 15.04	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	$ 13.21	2.33
PAINTER: Drywall Finishing/Taping Only	$ 13.76	2.84
PIPEFITTER, Excludes HVAC Pipe Installation	$ 22.98	6.35
PLASTERER	$ 15.75	0.00
PLUMBER (HVAC Pipe Installation Only)	$ 22.16	5.46
PLUMBER, Excludes HVAC Pipe Installation	$ 20.84	4.74
ROOFER	$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 20.88	5.19
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 24.88	5.97

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SPRINKLER FITTER (Fire Sprinklers).....$ 22.94 0.00

TILE FINISHER.....$ 11.22 0.00

TILE SETTER.....$ 14.25 0.00

TRUCK DRIVER: 1/Single Axle Truck.....$ 16.40 0.81

TRUCK DRIVER: Dump Truck.....$ 12.39 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
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EXHIBIT V – WARRANTY (VERTICAL PROJECTS VERSION)

V.1 Warranty

V.1.1 The CM@Risk warrants to the City and Design Professional that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The CM@Risk further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The CM@Risk's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CM@Risk, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Design Professional, the CM@Risk shall furnish satisfactory evidence as to the kind and quality of materials and equipment. **THE CM@RISK SHALL DEFEND AND HOLD THE CITY HARMLESS AGAINST ANY CLAIM, DEMAND, LOSS, OR DAMAGE BY ANY BREACH OF THIS WARRANTY, AND CM@RISK ACKNOWLEDGES IT SHALL NOT LIMIT SUCH WARRANTY BY ANY OTHER PROVISION OF THIS AGREEMENT.**

V.1.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the City and shall commence in accordance with Section 9.8.4.

V.1.3 When written warranties are specified, the document shall include the following information:

Name and address of Project and City;
Article, materials, or systems covered;
Name and address of Installer;
Name and address of CM@Risk; and
Signature of individual authorized to sign contracts for the company issuing the warranty.

V.1.4 The following minimum warranty terms shall be incorporated:

.1 Duration shall be two years or as otherwise specified, dated from the Date of Substantial Completion;

.2 The article, material or system is free from defective materials and workmanship;

.3 Costs of repair or replacement shall not accrue to the City, including, without limitation, repair or replacement of other work disturbed by, or because of, repair or replacement; and

.4 The warranty period of two year, or as otherwise specified, shall recommence upon the identification and completion by CM@Risk and acceptance by City of any warranty claim during the initial two-year (2) warranty period.

V.1.5 Warranties which are provided by a manufacturer for its product shall be received by the CM@Risk, filled out and filed with the manufacturer or other appropriate entity in coordination with the City. Certificates or registration stubs shall be included with the record documents submitted for the City upon completion of the Work. The City shall administrate manufacturer's warranties/guarantees after expiration of the CM@Risk's warranty.

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V.1.6 Temporary or trial usage by the City of any mechanical device, machinery, apparatus, equipment, or any work or material supplied under the Contract Documents before final completion and written acceptance by the Design Professional and City shall not be construed as evidence of the Design Professional's or the City's acceptance of same, or the commencement of any warranty periods.

V.1.7 The City has the privilege of such temporary or trial usage, for such reasonable time as the City, or the Design Professional deem proper. The CM@Risk shall make no claims for damage or injury to, or breaking of, any parts of such work which may be caused by weakness or insufficiency of structural parts, or by defective materials or workmanship.

V.1.8 The CM@Risk may, without cost to the City, make such trial usage. However, trials shall only be conducted with the Design Professional's prior approval and under its observation as may be required by either of them. Equipment and/or materials shall be replaced or returned to "as new" condition prior to acceptance by the City.

V.1.9 The CM@Risk agrees to assign to the City at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

V.1.10 If necessary as a matter of law, the CM@Risk may retain the right to enforce directly any such manufacturers' warranties during the two (2) year period following the date of Substantial Completion.

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EXHIBIT W – USE of the SITE, DELIVERY & STORAGE

The CM@Risk shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

W.1 The CM@Risk shall coordinate the CM@Risk's operations with, and secure the approval of, the City before using any portion of the site.

W.2 The CM@Risk shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all persons at the Project site; all property at the Project site; and all persons or property adjacent thereto, which includes, but is not limited to, the all the following duties and acknowledgements:

.1 The CM@Risk acknowledges the Project site comprises and/or may be adjacent to existing structures and that these site areas may be occupied during the performance of some portions of this Contract;

.2 The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause interference with adjacent stakeholders or create hazardous conditions;

.3 The CM@Risk shall be responsible for the mitigation and/or abatement of all noise, dust, fumes, traffic, or other by-product of construction activity that, in the opinion of the City, have an adverse effect on the quality of life or productivity for Project stakeholders, the City's current operations, or the City's employees. Such mitigation and/or abatement shall be performed in manner and with a result completely and wholly acceptable to the City;

.4 The CM@Risk shall control its personnel and the Subcontractors on site, especially regarding the use of alcohol or profanity, dressing in an inappropriate manner, parking in an inappropriate place, or other activities deemed to be inappropriate, to the satisfaction of the City. Repeat offenses will cause the City or Design Professional to require, through the CM@Risk, the temporary or permanent removal of the offending individuals, Subcontractor(s) or Sub-subcontractor(s) from the site;

.5 The CM@Risk shall, at a minimum, secure the site by erecting and maintaining a 6'-0" chain link fence around the perimeter of the construction site. This fence shall remain intact until such time the site becomes secure in the opinion of the CM@Risk, as a result of construction progress (by way of example, and without limitation, completion of site grading and backfill, installation of doors and windows, etc.);

.6 The CM@Risk shall furnish and maintain sufficient sanitary facilities for its own forces and those of any Subcontractor or Sub-subcontractor. The facilities of any existing, nearby buildings will not be available for construction use; and

.7 The CM@Risk is advised that the project site area is subject to, among other inclement weather, unpredictable and high winds. When all or a portion of the Work is suspended for any reason, the CM@Risk shall securely fasten down all coverings and stored materials on site and fully protect the Work, as necessary, from injury or damage by any cause and to prevent possible damage caused by flying materials

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and debris.

W.3 The CM@Risk shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas, which includes, but is not limited to, all of the following duties:

.1 The access to the site shall be maintained in compliance with all local, state, and Federal code and life safety requirements for ingress by first responders and other similar emergency requirements;

.2 The CM@Risk shall inform the City, Design Professional, Program Manager and any officials referenced in Section W.5 in writing a minimum of thirty (30) calendar days prior to any disruption of access, specifically and graphically showing the nature of the disruption, as well as the hours it will be disrupted. Such disruption will be subject to City's and Design Professional's approval, such approval not to be unreasonably withheld;

.3 The City shall be responsible for storm related debris and snow removal to the limits of the construction site only so far that the CM@Risk will have access to the entrance to the construction area; and

.4 Storm related debris and snow removal within the limits of work and/or for the purpose of performing and protecting work by individual contractors is the duty of the CM@Risk.

W.4 During the performance of the Work, the CM@Risk, its Subcontractors, Sub-subcontractors, suppliers and their employees agree they shall:

.1 Use such entrances to the construction site that may be designated by the City;

.2 Perform the Work at such times of the day and days of the week as may be designated by the City; and

.3 Accept that these entrances and times may be reviewed and changed from time to time by the City.

W.5 The CM@Risk shall notify all public utility companies a minimum of two (2) business days prior to the commencement of any work by it or its Subcontractors in the vicinity of the utilities. No work shall commence until the utilities have been located and staked by the utility company or written consent from the City to proceed has been given to the CM@Risk. If the utility service must be interrupted, the CM@Risk shall, at CM@Risk's sole cost and expense, notify the head of the local administrative services (by way of example only, and without limitation, the City manager, the mayor, the City or County clerk, etc. as applicable) and the utility users affected by the interruption. Such notice shall consist of direct written communication, publication in a local newspaper, and/or announcement on local radio or television stations, whichever is most reasonably calculated to give the most effective notice to such utility users.

W.6 The CM@Risk shall exercise due diligence in seeing that all equipment, material, and supplies are delivered in advance of the time they are needed on the job and shall properly store and protect same at the CM@Risk's expense.

W.7 Notwithstanding any other provision herein, the CM@Risk shall take all necessary

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measures to store materials on site for which payment has been requested by the CM@Risk or been made by the City so that they shall not deteriorate, be damaged or be stolen, which includes, but is not limited to, all the following:

.1 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the CM@Risk;

.2 Protection of construction materials and equipment stored at the Project site from fire, weather, burglary, pilferage, vandalism and mischief, damage, and all other adversity; and the care and protection of materials and Work installed in the building is solely the responsibility of the CM@Risk;

.3 The CM@Risk shall bear sole responsibility for the restoration of damaged Work and replacement of damaged or stolen materials at no additional cost to the City; and

.4 After equipment is no longer required for the Work, it shall be promptly removed from the Project site.

W.8 The CM@Risk shall not deliver any materials to the site which are not to be installed by same CM@Risk without fifteen (15) day's advance notice in writing to the City of the location, date, and time of such delivery to allow proper coordination. Such materials shall be received jointly by a representative of the CM@Risk and a representative of the City, who shall agree, and the CM@Risk shall document such agreement in writing:

.1 The materials delivered are undamaged, or if damaged, such damage is documented by digital photo(s);

.2 They are in the quantities shown on the purchase order, invoice or bill of lading accompanying the shipment or delivery or otherwise provided;

.3 The storage conditions are adequate for the purposes; and

.4 The CM@Risk has accepted responsibility for insurance and ongoing protection per the terms of this Agreement for such material until it is released to a third party authorized in writing by the City to receive it.

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EXHIBIT X – COST of the WORK

X.1 Costs to Be Reimbursed

X.1.1 The term Cost of the Work shall mean costs necessarily incurred by the CM@Risk in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections X.1 through X.7.

X.1.2 Where, pursuant to the Contract Documents, any cost is subject to the City's prior approval, the CM@Risk shall obtain such approval in writing prior to incurring the cost.

X.1.3 Costs shall be at rates not higher than the competitive prices paid at the place of the Project, except with prior approval of the City.

X.2 Labor Costs

X.2.1 Wages for labor in the direct employ of the CM@Risk in the performance of the Work at the rates set forth in the GMP.

X.2.1.1 Pursuant to Chapter 2258, Texas Government Code, all contractors and any Subcontractor involved in the construction of a public work project shall pay not less than the prevailing rates as per diem wages in the locality at the time of construction to all laborers, workmen and mechanics employed by them in the execution of this contract. CM@Risk shall assure that these requirements are met for the Project and shall insure that every contract or subcontract relating to the Work requires, on behalf of City, that the prevailing wage rates be paid.

X2.1.2 The CM@Risk shall be provided an applicable Department of Labor Wage Rate Determination for use on the Project required by Chapter 2258.022, Texas Government Code. In the event the City does not provide this Labor Wage Rate Determination, the CM@Risk shall request it in writing in a timely manner, so as not to delay the CM@Risk's initial subcontractor procurement process during preconstruction. The CM@Risk shall, if requested by the City, assist the City in conducting a survey of the wages paid, by labor class, on projects of a similar type in a similar location.

X.2.2 Wages or salaries of the CM@Risk's supervisory and administrative personnel when stationed at the site and performing Work, with the City's prior approval.

X.2.2.1 Charges for CM@Risk's personnel, when stationed at the field office and engaged exclusively in the performance of the Work, or other personnel as CM@Risk and City may mutually agree, as provided and set forth in the GMP.

X.2.3 Wages and salaries of the CM@Risk's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

X.2.4 Costs paid or incurred by the CM@Risk, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, but not merit bonuses or profit-sharing provided such costs are based on wages and salaries included in the Cost of the Work under Sections X.2.1 through X.2.3. Charges for such costs shall not exceed the CM@Risk's actual cost and, as a result, when computing amounts chargeable for such costs CM@Risk shall give proper consideration to

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what portion of such charges are solely attributable to the Work and the effect of any annual or other periodic limitations on any such charges.

X.2.5 The rates set forth in the GMP shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Change Order.

X.2.6 Notwithstanding the rates shown in the GMP to be used by the CM@Risk for progress billings, the City shall have the right to audit the CM@Risk's actual labor costs, burdens, and related expenditures before final payment, and adjust the City's payment to the CM@Risk for variations found accordingly.

X.3 Subcontract Costs

Payments made by the CM@Risk to Subcontractors in accordance with the requirements of the subcontracts properly entered into under this Agreement.

X.4 Costs of Materials and Equipment Incorporated in the Completed Construction

X.4.1 Costs, including temporary storage and transportation of materials and equipment incorporated, or to be incorporated, in the completed construction.

X.4.2 Costs of materials described in the preceding Section X.4.1 in excess of those actually installed but required to provide allowance for waste and for spoilage. Unused excess materials, if any, shall be properly stored at the site, or in accordance with the City's instructions, provided to the City at the completion of the Work or, at the City's option, shall be sold by the CM@Risk. Any amounts realized from such sales shall be credited to the City as a deduction from the Cost of the Work. CM@Risk shall use its best efforts and judgment to avoid purchasing excess materials without the prior approval of the City.

X.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

X.5.1 Costs, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools (not owned by the workers) consumed in the performance of the Work. Any such items used but not consumed, which were paid for by the City, shall become property of the City and shall be delivered to the City upon completion of the Work in accordance with instructions furnished by the City. If the City elects, however, the CM@Risk shall purchase any items from the City at a purchase price equal to the original cost charged to the City, less the reduction in fair market value resulting directly from any use of such item in connection with the Work or such other price which is mutually acceptable for the City and the CM@Risk. Upon demand by the City, the CM@Risk shall furnish the City with any information and documentation necessary to verify the period of time for which items were used in connection with the Work.

X.5.2 Rental charges of all necessary machinery and equipment, exclusive of hand tools, not used at the site of the Work, whether rented from the CM@Risk or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof. Such rental charges shall not exceed the amount set forth in in the GMP, attached hereto and made part hereof. In the absence of any appropriate rental amount set forth in the GMP, rental charges shall be consistent with those generally prevailing in the location of the Project. The CM@Risk shall obtain bids for all machinery and equipment to be rented from no less than three (3) responsible suppliers other than the CM@Risk itself, or an Affiliate as defined herein. The City shall, with the advice of the CM@Risk and CM@Risk, determine which bid is to be accepted. In no event shall the CM@Risk be

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entitled to reimbursement for any cumulative total of rental charges in connection with any single piece of machinery or equipment in excess of sixty percent (60%) of its fair market value as of the date that such machinery or equipment is first put into service in connection with the Work. The CM@Risk shall pay any excess rental charges. CM@Risk shall disclose to the City and CM@Risk if any rental arrangements include a lease to purchase component as a result of which rental payments chargeable to City as costs are applied, in whole or in part, to CM@Risk's acquisition of such rented equipment, in which event the rental rate otherwise provided for shall be reduced by fifty percent (50%).

X.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

X.5.4 Costs of the CM@Risk's site office, including reproduction costs, electronic communications and data connections at the site, postal and parcel express delivery charges, documented petty cash expenses of the site office as well as general office equipment and supplies.

X.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the City's prior approval, when stored and maintained in compliance with the Contract Documents.

X.6 Miscellaneous Costs

X.6.1 That portion of insurance and bond premiums that can be directly attributed to and required by this Agreement, provided, however, that such costs shall not be included in the Cost of the Work for purposes of calculating the CM@Risk's fee. Expenses shall be substantiated by documentation in form of substance satisfactory to City. Such premiums shall be adjusted at the Final Acceptance of the Work to reflect the final Contract Price.

X.6.2 Sales, use, or similar taxes, imposed by a governmental authority, which are related to the Work and for which the CM@Risk is liable.

X.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the CM@Risk is required by the Contract Documents to pay.

X.6.4 Fees of testing laboratories for tests required by the Contract Documents; except those related to nonconforming Work other than that which payment is permitted under the Contract Documents.

X.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents, and provided such royalties, fees, and other costs are not excluded by provisions of the Contract Documents.

X.6.6 Costs of document reproductions and delivery charges.

X.6.7 That portion of the reasonable expenses of the CM@Risk's personnel incurred while traveling in discharge of duties connected with the Work, when in compliance with Exhibit Y – General Conditions Costs.

X.6.8 The cost of travel more than 100 miles from the site by; and commercial lodging, rental housing and meals for the CM@Risk's supervisory personnel properly and reasonably incurred in the performance of the Work is "Travel and Subsistence". Travel and Subsistence incurred in

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accordance with the CM@Risk's written personnel policy for actual and verifiable relocation and temporary living expenses of personnel required for the Work, in case it is necessary to relocate such personnel from locations further than one hundred (100) miles from the site, when approved by the City in advance and in writing, and not in excess of the line item amount shown for this purpose in the GMP.

X.7 Other Costs and Emergencies

X.7.1 Other costs incurred in the performance of the Work, with the City's prior written approval.

X.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, to the extent not (1) caused by the CM@Risk, a subcontractor, or anyone for whom either is responsible, or (2) capable of being prevented through timely notice of an unsafe condition to the City.

X.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the CM@Risk, Subcontractors, or suppliers, provided that such damaged or nonconforming Work resulted from causes other than the fault, negligence, or neglect of the CM@Risk or its subcontractors, vendors or suppliers in whole or in part, or, failure of CM@Risk or its subcontractors, vendors or suppliers to comply with all of the requirements of the Contract Documents or the failure of the CM@Risk's personnel to adequately supervise the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the CM@Risk from insurance, Subcontractors or suppliers.

X.7.4 The losses included in Section X.7.3, may include settlements made with the prior written consent and approval of City. No such losses and expenses shall be included in the Cost of the Work for the purpose of determining CM@Risk's Fee unless such loss requires substantial reconstruction and CM@Risk is placed in charge thereof. In such event, CM@Risk shall be paid for profit and overhead in an amount calculated by the percentage identified in the Contract Documents, for Changes to the Work of the cost of any such reconstruction, provided such substantial reconstruction is not: (i) required due to the fault or negligence of the CM@Risk or failure of CM@Risk to comply with all of the requirements of the Contract Documents; or (ii) incidental reconstruction, which for purposes of this Section X.7.4 is hereby deemed to mean any reconstruction involving a cost of less than One Thousand Dollars ($ 1,000).

X.9 Costs Not to Be Reimbursed

X.9.1 The Cost of the Work shall not include (unless otherwise specifically stated in the GMP) the items listed below:

- **.1** Salaries and other compensation of the CM@Risk's personnel stationed at the CM@Risk's principal office or offices other than the site office, except as specifically provided in Section X.2, or as may be provided in the GMP;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the CM@Risk or paid to any Subcontractor or vendor, unless the City has provided prior approval;
- **.3** Expenses of the CM@Risk's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections X.1 to X.7;
- **.5** Rental costs of machinery and equipment, except as specifically provided herein;
- **.6** The CM@Risk's capital expenses, including interest on the CM@Risk's capital employed for the Work;

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.7 Except as provided in Section X.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the CM@Risk, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.8 Costs incurred in the performance of Preconstruction Phase Services (unless specifically stated in the GMP);

.9 Any cost not specifically and expressly described in Sections X.1 to X.7;

.10 Costs, other than costs included in Change Orders approved by the City, that would cause the Guaranteed Maximum Price to be exceeded;

.11 Services and expenses of the estimating, personnel, accounting, budget control, audit and management information systems relating to accounting in CM@Risk 's office and even if at the site, except as specifically identified herein;

.12 Interest on CM@Risk 's capital or on money borrowed by CM@Risk, including the capital employed by CM@Risk in the performance of the Work;

.13 Amounts required to be paid by CM@Risk for Federal and/or State income, franchise taxes or other business taxes, but not including any applicable sales taxes;

.14 Legal, accounting, or other similar professional services provided by or to CM@Risk, in regard to disputes, arbitrations, litigations or other such proceedings with Subcontractors, with municipal authorities, with City, the Design Professional or any other person or entity relating to the Project or otherwise;

.15 Sales, entertainment, and meal expenses;

.16 Employee vehicle expenses, including fuel above the “Travel & Subsistence” not-to-exceed amount;

.17 General Conditions, Weather Protection and Travel and Subsistence in excess of the line items shown in the GMP;

.18 Costs related to CM@Risk’s indemnification obligations;

.19 The cost of Travel and Subsistence not in compliance with the requirements of Section X.6.12; and

.20 Costs for insurance through a captive insurer owned or controlled by the CM@Risk.

.

X.10 Discounts

X.10.1 Cash discounts obtained on payments made by the CM@Risk shall accrue to the City if: (1) before making the payment, the CM@Risk included the amount to be paid, less such discount, in an Application for Payment and received payment from the City; or (2) the City has deposited funds with the CM@Risk with which to make payments. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the City, and the CM@Risk shall make provisions so that they can be secured. The CM@Risk shall not obtain for its own benefit any discounts, rebates or refunds in connection with the Work from any source including but not limited to its Subcontractors, vendors, or other suppliers of goods, insurance or other services without providing the City with at least thirty (30) days prior written notice of the potential discount, rebate or refund and an opportunity to furnish funds if and when necessary to obtain such discount, rebate or refund on behalf of the City in accordance with the requirements of this Section X.8.10.

X.10.2 Amounts that accrue to the City in accordance with the provisions of Section X.8.10 shall be credited to the City as a deduction from the Cost of the Work.

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EXHIBIT Y – GENERAL CONDITIONS COSTS (VERTICAL PROJECTS VERSION)

The General Conditions Costs are a firm fixed lump sum amount included as a Cost of the Work and that will include bonds and insurance premiums, except builder's risk insurance which will be billed as a reimbursable job cost expense at actual cost, based on the full contract price for construction.

Commented [EG1]: Leave as cost reimbursable, want to talk through it with vendor.

Commented [EG2R1]: City will accept changes.

These General Conditions Costs include, but are not limited to the following types of costs for the CM@Risk during the construction phase: payroll costs for project manager or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of consultants not in the direct employ of the CM@Risk or Subcontractors; and fees for licenses; and field staff vehicle allowances, field staff phones, courier and postage and contractor association fees

Any costs which comprise the Cost of Work, and reimbursable under Exhibit X – Cost of the Work which are also set forth in the detailed general conditions estimate included within each Approved GMP, shall not exceed the total amount shown in aggregate herein for such expenditures

Y.1 CM@Risk's Change Order Requests will include additional General Conditions costs as justifiable, and to the extent the actual expenditures of General Conditions cost items are increased by reason of increase(s) in: the duration of the Work; the quantity of CM@Risk's facilities and equipment required; or number or duration of supervisory personnel on site directly required to enact the requested change. General Conditions costs shall not be increased for additional personnel and labor costs not actually incurred by the CM@Risk and documented to the satisfaction of the City.

Y.2 Notwithstanding the above, the CM@Risk has included in General Conditions sufficient supervision and project controls personnel to prepare and process a standard amount of project documentation, including without limitation, requests for information, meeting minutes, Proposal Requests, Change Order Requests, Change Orders, and other CM@Risk's administration and deliverables normally required on similar projects. The CM@Risk will not be additionally compensated above the amount shown in General Conditions for preparing or processing these documents.

Y.3 The cost of properly and reasonably maintaining access to the Work in spite of, facilitating progress of the Work during, and protecting the Work itself from the impact of inclement weather is "Weather Protection". Weather Protection shall not exceed the total of the line items shown for this purpose in the General Conditions, given the Work is performed during average weather conditions for the Project site, as such average is defined in the Contract documents.

Y.4 Intentionally left blank.

Y.5 The actual costs for Weather Protection, and Travel and Subsistence will be billed on an "as incurred" and actual cost basis, and any unused portion of such amounts will revert to the City as savings below the Guaranteed Maximum Price.

Y.6 The CM@Risk shall, without limitation keep such separate and distinct records as are required for the CM@Risk to easily validate the accuracy of the CM@Risk's billing for the costs of General Conditions, Weather Protection, and Travel and Subsistence.

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Y.7 In the event the CM@Risk believes General Conditions, Weather Protection, or Travel and Subsistence line item(s) included in the Guaranteed Maximum Price should be increased due to changes in the Work or circumstances beyond the CM@Risk's responsibilities to control under this Agreement; or the City or CM@Risk believes such line items should be lowered based on better circumstances for performing the Work than originally anticipated by the City and CM@Risk, the Guaranteed Maximum Price shall then be adjusted as provided in the Contract Documents for changes in the Work.

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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.**

Steele & Freeman, Inc.

2 [X] **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 relations hip 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 [X] **I have no Conflict of Interest to disclose.**

5

DocuSigned by:
Michael Freeman
0AB7C48B8A0D4A4...
Signature of vendor doing business with the governmental entity

4/28/2026
Date

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

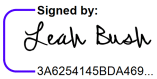
Certificate Of Completion

Envelope Id: 97979910-892A-48DC-A34C-3D6FDF4F4CDC
Status: Sent
Subject: Please DocuSign: City Council Contract 8558 GMP 1 - Construction Agreement - Animal Svc Expansion
Source Envelope:
Document Pages: 161
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Erica Garcia
901B Texas Street
Denton, TX 76209
erica.garcia@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
4/22/2026 8:45:15 AM
Holder: Erica Garcia
erica.garcia@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Erica Garcia erica.garcia@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 4/22/2026 8:49:55 AM Viewed: 4/22/2026 8:50:04 AM Signed: 4/22/2026 8:51:08 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/22/2026 8:51:12 AM Viewed: 4/22/2026 2:24:32 PM Signed: 4/22/2026 2:25:29 PM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 4/22/2026 2:25:34 PM Viewed: 4/28/2026 9:05:19 AM Signed: 4/28/2026 1:39:39 PM
Michael Freeman mfreeman@steelefreeman.com Chief Executive Officer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/28/2026 1:53:31 PM ID: 0fd098d8-f4d9-4144-9dcc-13d5ef5d321c	 Signature Adoption: Pre-selected Style Using IP Address: 12.154.32.162	Sent: 4/28/2026 1:39:43 PM Viewed: 4/28/2026 1:53:31 PM Signed: 4/28/2026 3:07:46 PM

Signer Events	Signature	Timestamp
Seth Garcia seth.garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/28/2026 3:11:03 PM ID: 382d12b0-89c5-4155-8175-c975d3ae6997	Signed by:  A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 47.190.47.120 Signed using mobile	Sent: 4/28/2026 3:07:49 PM Viewed: 4/28/2026 3:11:03 PM Signed: 4/28/2026 3:12:15 PM
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		Sent: 4/28/2026 3:12:18 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

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: 4/22/2026 8:51:12 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/28/2026 3:12:18 PM Viewed: 4/28/2026 3:16:41 PM

Carbon Copy Events	Status	Timestamp
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		
Kristine Stewart kristine.stewart@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/31/2026 9:20:33 AM ID: 8cd3299c-dd6e-4aab-b407-f3802ba3b721		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/22/2026 8:49:55 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, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•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.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton temporarily amending Chapter 25 streets, sidewalks and public places, Article V, Special Events, adding Division 6: neighborhood block parties sections 25-252 through 25-256, to create a one-year pilot program to establish application and permitting processes for implementation of a streamlined process for neighborhood block parties commencing June 1, 2026, and expiring June 1, 2027; providing a savings clause; providing a severability clause; providing codification; and providing an effective date. The Parks, Recreation, and Beautification Board recommends adoption (5-0).

BACKGROUND

In 2019, the City adopted **Code of Ordinances Sec. 25-245** to encourage neighborhood block parties as a means of fostering community engagement. The ordinance established a simplified permitting process, waived special event fees, and exempted block parties from insurance requirements under certain conditions.

To improve clarity and accessibility, Parks and Recreation staff developed a new streamlined process to guide residents through hosting a block party with street closures while maintaining public safety and ordinance compliance.

DISCUSSION

- **Neighborhood Block Party Criteria:** Clearly distinguish neighborhood block parties from special events.
- **Application Requirements:** Residents must submit an online permit application.
- **Documentation:** Current requirements are disproportionate to the scale and impact of block parties.
- **Review Timeline:** A 30 day window is adequate for interdepartmental review.
- **Temporary Road Closures:** Target low-impact street segments to minimize traffic disruption and maintain emergency access.

Streamlined Process Highlights:

- **Eligibility:** Resident-hosted events held within residential neighborhoods, maximum 8-hours (between the hours of 9:00 a.m. – 9:00 p.m.), maximum of 200 attendees.
- **Documentation:** Site map, temporary road closure request, and a signed notification form from residents on the impacted street.
- **Submission:** Online via Block Party Permit Smartsheet, minimum 30 days in advance.
- **Review:** Coordinated by Parks and Recreation, Transportation Services, and Public Safety departments.

- **Traffic Control Equipment:** Type II barricades are recommended to be used at access points as an organizer-friendly, cost-effective option. Additional traffic signage (detour, special event signs, etc.) is not required.

This approach promotes community-building while ensuring safety, emergency access, and neighborhood notification.

RECOMMENDATION

Staff recommends adoption of the proposed Ordinance establishing the Neighborhood Block Party Pilot Program.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On April 17, 2026, Community Partnership Committee provided direction for staff to present the item to Park Board and City Council for consideration. On May 4, 2026, Parks, Recreation, and Beatification Board recommended adoption of the ordinance (5-0).

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance
Exhibit 3- Presentation
Exhibit 4- Block Party Planning Guide

Respectfully submitted:
Allison Wing
Interim Director, Parks and Recreation

Prepared by:
Rameir Martin
Assistant Director, Parks and Recreation

ORDINANCE NO:

AN ORDINANCE OF THE CITY OF DENTON TEMPORARILY AMENDING CHAPTER 25 STREETS, SIDEWALKS AND PUBLIC PLACES, ARTICLE V, SPECIAL EVENTS, ADDING DIVISION 6: NEIGHBORHOOD BLOCK PARTIES SECTIONS 25-252 THROUGH 25-256, TO CREATE A ONE-YEAR PILOT PROGRAM TO ESTABLISH APPLICATION AND PERMITTING PROCESSES FOR IMPLEMENTATION OF A STREAMLINED PROCESS FOR NEIGHBORHOOD BLOCK PARTIES COMMENCING ON JUNE 1, 2026, AND EXPIRING ON JUNE 1, 2027; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton's Parks and Recreation Department, in conjunction with the Traffic, Fire, Emergency Management, and Police Departments, reviews and approves Special Events applications; and

WHEREAS, in 2025, the Community Partnership Committee requested a streamlined permitting process for residents to plan and execute neighborhood block parties; and

WHEREAS, the Parks, Recreation and Beautification Board, after thorough review of these amendments, recommends approval; and

WHEREAS, the Community Partnership Committee, after thorough review of these amendments, recommends consideration by City Council; and

WHEREAS, the City Council finds the proposed temporary amendments to Chapter 25 STREETS, SIDEWALKS AND PUBLIC PLACES, ARTICLE V, SPECIAL EVENTS, ADDING DIVISION 6: NEIGHBORHOOD BLOCK PARTIES SECTIONS 25-252 THROUGH 25-256, incorporates the above recommendations provided by the Parks and Recreation Department, and the Traffic, Fire, Emergency Management, and Police Departments, the Parks, Recreation and Beautification Board, and the Community Partnership Committee; and

WHEREAS, the City Council finds that the proposed revisions are in the interest of the public; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are incorporated into the body of this ordinance as if set out fully herein.

SECTION 2. The City Council hereby amends the existing Chapter 25 Streets, Sidewalks And Public Places, Article V, Special Events, Adding Division 6: Neighborhood Block Parties Sections 25-252 through 25-256, to create a one-year pilot program to establish application and permitting processes for implementation of a streamlined process for neighborhood block parties commencing on June 1, 2026, and expiring on June 1, 2027 which shall read as shown in Exhibit "A".

SECTION 3. This ordinance shall supersede and replace all previous conflicting provisions of the City Ordinances and Code. All other non-conflicting provisions, including those of Chapter 25 of the Code of the City of Denton, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and, if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5. The City Secretary is hereby directed to record and publish the above revised section in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

Exhibit A

Article V, Division 6: Neighborhood Block Parties

Sec. 25-252. Purpose:
This Article is intended to create a one-year pilot program to establish application and permitting processes for implementation of a streamlined process for Neighborhood Block Parties. The pilot program will commence on June 1, 2026, and will expire on June 1, 2027.

Sec. 25-253. **Administration and application.**
a. During the Pilot Program, block parties will follow a streamlined special event process consisting of application submission, internal review, and approval and issuance of a notice to proceed.
b. For the duration of the Pilot Program, the application window in Section 25-245 is suspended. The application window is thirty (30) days.
c. The Director of Parks and Recreation, or designee, may determine that an application can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event and resource availability.

Sec. 25-254. **Fees, insurance.**
a. Neighborhood block parties shall be subject to a Tier 1 special event permit fee. Tier one fees are set forth by the City Council approved schedule of fees as posted on the City of Denton website. Organizers may also be subject to other fees, including but not limited to tent permit fees, as applicable.
b. Neighborhood block parties remain exempt from insurance requirements set forth in Section 25-248. Waiver of liability and indemnification agreement is required.

Sec. 25-255. **Temporary road closures**.
a. For the duration of the Pilot Program, temporary road closures on local residential streets may be approved with a street closure request. City-provided Type II barricades are required to designate the street closure.
b. Closures must maintain emergency access, avoid collector and arterial streets, and comply with any conditions required by the City for safety.
c. Neighborhood Block Party organizers are required to notify all neighbors impacted by the event and related street closure request as part of the application process.

Sec. 25-256. **OPERATIONAL REGULATIONS**.
a. Block parties may not exceed 200 attendees.
b. Block parties may take place between 9:00 a.m. and 9:00 p.m. and cannot exceed 8 hours.
c. Applicants may request an exemption to the city noise ordinances with approval from the Director of Parks and Recreation or designee.
d. Block party permits will not be granted to residents of an apartment complex or owners of commercial property.

Neighborhood Block Party: Proposed Pilot Program

Prepared by: Denton Parks and Recreation
May 19, 2026

Neighborhood Block Parties

- Goal: Implement a one year pilot program for neighborhood block parties with streamlined requirements.
- Current Conditions: Block parties are treated like large-scale special events with requirements that are cumbersome and cost prohibitive.

Proposed Neighborhood Block Party Criteria

A neighborhood block party is a residential gathering or street closure with 200 or fewer attendees, intended only for neighborhood residents and not open to the general public.

Key Points

- **Neighborhood Block Party Criteria**: Clear guidelines differentiate neighborhood block parties from special events.
- **Required Documentation**: Proposed requirements are proportionate to the scale and impact of block parties.
- **Review Process**: 30 days is adequate time for interdepartmental review.
- **Fees:** Cost recover a portion of the City Administrative costs while reducing other nonapplicable fees.
- **Temporary Road Closure**: Target low-impact street segments to minimize traffic disruption and maintain emergency access.

Current Special Event Process vs. Proposed Neighborhood Block Party Pilot Program

Category	Current Process	Proposed Pilot Program
Fee Structure	Tiered pricing and up to 4 permits	$60 flat fee
Requirements	10-15 supplemental documents	4-6 supplemental documents
Review	11 departments involved	7 departments involved
Noise Exemption	Application for council approval	Application to the Director of Parks and Recreation
Alcohol Sales	Application for council approval	Follow TABC requirements
Traffic Control Plan	Barricade company or by professional engineer	Barricades provided by PARD
Notification	Signatures from affected owners	Signatures from affected residents

Resources and Guidelines

- City of Denton Neighborhood Block Party Planning Guide
- Neighborhood Block Party Permit Application
- Template Neighborhood Block Party Permit Checklist
- Example of Approved Block Party Permit

Staff Recommendation

- Staff recommends approval of a one year pilot program

Other Action

- Community Partnership Committee recommends consideration by City Council for approval of pilot program
- Parks, Recreation and Beautification Board recommends approval of pilot program (5-0)

Questions?

UNITE, GROW,
PLAY
Denton Parks and Recreation



PLANNING A BLOCK PARTY

WWW.DENTONPARKS.COM



The Building Blocks

The Planning Process

Block Party Criteria
Application Process Description
Application Fees and Deadlines
Types of Vendors and Activities
Request for Amplified Sound
Ordinance Highlights
Resources and Guidelines

Requirements & Supplemental Documents

Event Description Requirements
Site Map Description Requirements
Authorization from Homeowners Association
Insurance Requirements
Public Safety Personnel
Street Closure Request
Arterial Streets vs. Collector Roads
Signed Notification Form

Contact Information

Special Events Team
SEpermits@cityofdenton.com
(940) 349-7275



BLOCK PARTY CRITERIA

A block party refers to the closure of a street within a residential neighborhood involving 200 or fewer attendees. These events are held and attended by people residing in the neighborhood, within walking distance and they are not intended to be publicized or open to the general public.

Highlights

- A block party permit is required for minor community events within a residential neighborhood that are requesting a temporary road closure.
- Block party permits will not be granted to residents of an apartment complex or owners of a commercial property.
- Block parties may take place between 9:00 a.m. and 9:00 p.m. and cannot exceed 8-hours.

The Following Uses & Activities Are Not Permitted

- Races, parades, runs, or other similar events

If your event is beyond the scope of a neighborhood block party involving 200 or more attendees or meets one or more of the following criteria, you will need to submit a Special Event Permit Application.

(1) Closing or impacting a public street, sidewalk, or trail;
(2) Blocking or restricting city-owned property;
(3) Sale or distribution of merchandise, food, or beverages on city-owned property;
(4) Erection of a tent equal to or greater than four hundred (400) square feet in area;
(5) Installation of a stage, band-shell, trailer, van, portable building, grandstand, or bleachers;
(6) Placement of portable toilets on city-owned property;
(7) Placement of temporary no-parking signs in a public right-of-way;
(8) Placement of pedestrian boundary markers on city-owned property;
(9) Placement of additional waste containers; or
(10) Having an impact on public safety

HOW IT WORKS

01 SUBMIT AN APPLICATION WITH THE FOLLOWING

- Submit your application and supplemental requirements online at City of Denton Block Party Application 30 days prior to the event date
- Submit payment for the application fee and any other fees that apply
- Submit the draft Site Map

02 NOTICE TO PROCEED

After initial review of the Block Party Permit Application, staff will send a Notice to Proceed email to the event organizer. This process usually takes 5-7 business days.

The Notice to Proceed will allow organizers to proceed with planning the event. The email will include a checklist and timeline for all other items needed.

03 APPLICATION ASSESSMENT AND APPROVAL PROCESS

Applications are reviewed and assessed in coordination with other City department staff on the Special Event Review Committee and may result in the need for additional information or meetings.

The event organizer will then follow the custom event permitting checklist and submit all documentation via Smartsheet by the noted deadline.

04 APPLICATION APPROVAL, DENIAL, AND/OR REVOCATION

A Block Party Permit is granted once the application, supplemental forms, plans, and payment have all been received and approved.

APPLICATION FEES & DEADLINES

- Applications must be submitted at least 30 days before your event and no more than 12 months in advance. A $60 application fee applies.
- Applications submitted past the 30-day due date are subject to denial and will incur a late fee of $30 if a Notice to Proceed is given.
- Block Party Request for Noise Variance Application must be submitted at least fourteen (14) days prior to the event.

BLOCK PARTY ACTIVITIES

All vendors participating in a block party must follow applicable City permits, vending rules, and health and safety regulations. Combined vendor activities may occupy no more than 25% of the total event footprint and must be located together on one side of the street to maintain clear emergency access and pedestrian flow. Organizers are responsible for assigning vendor locations, ensuring safe placement of equipment and activities, and verifying that all required permits or approvals have been obtained prior to the event.

TYPES OF VENDORS AND ACTIVITIES PERMITTED

Food & Beverage Vendors

- Activities involving the sale or distribution of food and drinks
  - Food trucks, concessionaires, pop-up food booths or mobile vendors, etc.

Merchandise Sales

- Vendors selling physical goods or handmade items
  - Art, clothing, accessories or other branded merchandise booths

Amplified Sound & Performance Activities

- Pre-approved activity that uses amplified sound or live performance
  - DJs, live bands, professional sound systems or speakers, etc.

Entertainment & Activity Vendors

- Contracted service providers offering recreational activities (paid or free)
  - Face painters, petting zoos, balloon artists or bounce houses, etc.

Non-Selling / Advertising-Only Vendors

- Organizations or businesses providing information, outreach, or advertising without selling items
  - Non-profit informational booths, sponsor tents or other organizations

REQUEST FOR AMPLIFIED SOUND

If amplified sound is being utilized for a neighborhood block party, it requires approval from the Director of Parks and Recreation or designee, and a Block Party Request for Noise Variance Application must be submitted at least fourteen (14) days prior to the event.

ORDINANCE HIGHLIGHTS

Application is Required | Neighborhood Block Party organizers are required to obtain a block party permit from the City and are subject to the filing periods set forth in Sec. 25-216.

Notification is Required | Neighborhood Block Party organizers are required to notify all neighbors impacted by the party and related street closure request in accordance with Sec. 25-218.

Exempt from Traffic Control Plan Requirement | Neighborhood block parties are exempt from the traffic control plan requirements set forth in Sec. 25-243.

Exempt from Insurance Requirement | Neighborhood block parties are exempt from the insurance requirements set forth in Sec. 25-248.

Exempt from Amplified Sound| Neighborhood block parties are exempt from City Council approval for amplified sound set forth in Sec. 25-234.

RESOURCES & GUIDELINES

Waste Management | City of Denton Solid Waste portable trash and recycling containers are available to borrow at no cost. If requesting to use the ClearStream® Loan Program from the City of Denton, please email Shelby Smith at Shelby.Smith@cityofdenton.com.

Inflatables | Inflatables with canopies larger than 700 sq ft have to be approved by the fire department.

Electric | All electrical equipment and installations must comply with the currently adopted version of the National Electric Code.

Temporary Structures | Typical consumer pop up tents are permitted; however, a separate permit would be required to have tents that are more than 400 sq ft.

Temporary Food Permit | Commercial food vendors will need to either have a permit on file with Health and Safety Division or they will need to fill out a Temporary Event Application ($50) and submit it to the Health and Safety Department.

BLOCK PARTY DESCRIPTION REQUIREMENTS

Preparing for a block party is a critical part of the planning process and the details on your application and all other requirements are essential to ensuring safety for all attendees.

Event & Contact Details

- Name and contact of block party organizer
- Block party date and times

Block Party Description

- Name of nearest cross street
- Anticipated attendance
- Block party activities
- Temporary road closure

SITE MAP REQUIREMENTS

The Site Map represents the event layout and needs to effectively cover all requirements outlined below.

Note: A twenty-four (24) foot unobstructed emergency lane must be maintained within the block closure.

Identifications

- Temporary structures, tents, equipment, canopies, inflatables, etc.
- Food and beverage locations
- Barricades for temporary road closure

AUTHORIZATION FROM HOMEOWNERS ASSOCIATION

If there is an established homeowners association where the neighborhood block party is being held, the block party organizer must obtain and provide written permission from homeowners association granting authorization to host the neighborhood block party.

INSURANCE REQUIREMENTS

Neighborhood block parties are exempt from the insurance requirements set forth in Sec. 25-248. However, a Waiver of Liability and Release and Indemnification Agreement must be submitted by the block party organizer assuming all risks of the gathering.

PUBLIC SAFETY PERSONNEL

Both Police Department and Fire Department personnel will review the block party application and site map as a part of the permitting process. Public safety personnel are not required to be on-site for block parties. In the event of an emergency, call 911.

TEMPORARY STREET CLOSURE REQUIREMENTS

Whenever possible, choose a location that will not disrupt normal traffic patterns. Permits will not be approved if closure includes arterial streets, intersections or streets with a bus stop and/or traffic light.

Ideal Streets for a Block Party

- Cul-de-sac street closure
- Dead end street closure
- Circular street with two exits

Prohibited Streets for a Block Party

- Street that is an arterial or collector street with two (2) or more lanes
- Street with a bus route or traffic signal (within the street closure request)
- Multiple and/or connected blocks

ARTERIAL STREETS VS. COLLECTOR ROADS

Arterial Streets

- A high-capacity road that carries longer-distance flows between important centers of activity
- The backbone of a traffic network
- Designed for unimpeded high-speed movement
- Traffic signals are used at most major intersections
- Can include four lanes or more
- Speed limits typically range from 45 to 55 mph
- May be divided at the center or a center turn lane

Collector Roads

- A low-to-moderate-capacity road that moves traffic from local streets to arterial roads
- Designed to provide access to residential properties
- Could include signaled intersections, traffic circles, or stop signs at intersecting roadways
- Speed limits typically range from 25 to 45 mph
- May include traffic calming, such as narrower lanes or roundabouts

TRAFFIC CONTROL EQUIPMENT

The city will provide Type II barricades for the temporary road closure. It is the applicant's responsibility to coordinate pick up and drop off times with the appropriate City staff prior to the date of the block party.

Type II barricades are available on a first come first served basis and must be returned on the first business day following the block party event.

Highlights

- Requires Street Closure Request and Notification Form signatures
- The City does not provide traffic plans or additional signage
- No homemade barricades and/or signage is allowed
- The City Traffic Engineer's Office reserves the right to deny a block party for other reasons, such as traffic congestion or safety concerns.

STREET CLOSURE & AMPLIFIED SOUND NOTIFICATION FORM

A Neighborhood Block Party is intended for residents of that neighborhood, and everyone on the block affected by the event must be notified in advance. The Neighborhood Notification Form collects required signatures from homeowners impacted by the temporary street closure and the use of amplified sound.

Forms of Notifications to Help Gain Required Signatures

- Closed neighborhood Facebook groups
- Door to door conversations
- NextDoor
- Email

AMERICANS WITH DISABILITIES ACT

A Planning Guide for Making Temporary Events Accessible to People with Disabilities provides information to assist planners, managers, operators and building owners in making temporary events accessible to people with disabilities. For questions, please call your regional ADA Center at 1-800-949-4232.

CLICK TO ACCESS THE BLOCK PARTY PERMIT APPLICATION

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ICM: Cassey Ogden

DATE: May 19, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas, adopting the City of Denton Vision Zero Action Plan, providing a severability clause, and providing an effective date. (Vision Zero Action Plan, Sahar Esfandyari)

BACKGROUND

Vision Zero is a safety strategy that aims to eliminate traffic-related fatalities and serious injuries while promoting safe, healthy, and equitable mobility for all roadway users. The approach prioritizes safe roadway design, enforcement, education, and community engagement to reduce the risk and severity of crashes. Pioneered in Europe, Vision Zero reframes traffic deaths and serious injuries as preventable outcomes rather than unavoidable consequences of the transportation system.

Unlike traditional safety approaches that emphasize individual responsibility and perfect user behavior, Vision Zero acknowledges that human error is inevitable and focuses on designing transportation systems that reduce the severity of crashes. Through a comprehensive, system-based approach to safety, Vision Zero seeks to enhance quality of life, support public health, and improve community mobility. While the goal of eliminating traffic-related fatalities and serious injuries is ambitious, each reduction represents meaningful progress and delivers lasting benefits to the community.

The Denton Vision Zero Plan includes a collaborative effort between 2022 to 2026.

Phase 1: Vision Zero Assessment

During Phase 1, the City of Denton conducted a comprehensive assessment of existing safety-related programs across municipal departments to identify opportunities for alignment with the Vision Zero framework. The City engaged nearly 80 stakeholders from multiple agencies and organizations through a webinar, a survey, and a facilitated workshop. This assessment established a shared understanding of current conditions, clarified safety priorities, and laid a foundation for coordinated action, enabling the City to advance safety initiatives in subsequent phases efficiently.

Phase 2: Vision Zero Action Plan

In Phase 2, the City developed the Vision Zero Action Plan through public engagement and data-driven analysis. The City analyzed crash data and developed a High Injury Network to identify priority locations and contributing factors. The City gathered input from the Vision Zero Task Force and community members through meetings, an open house, surveys, and an interactive map. This input informed the selection of evidence-based countermeasures and the alignment of action items with the Safe System Approach. This phase established a framework to support more detailed projects and corridor analysis in the next phase.

SAFETY AND CRASH ANALYSIS

Between 2019 and 2023, the City of Denton experienced 15,575 reported crashes, including 68 fatal crashes. Total crashes peaked in 2019 (3,742) and fell sharply in 2020 (2,683) reflecting reduced travel during the COVID-19 (2,683). Despite this high volume, 2019 recorded one of the lower proportions of fatal, suspected serious injury, and suspected minor injury crashes compared to subsequent years. Activity rebounded in 2021 (3,349) and declined by 2022 (2,911) and 2023 (2,890).

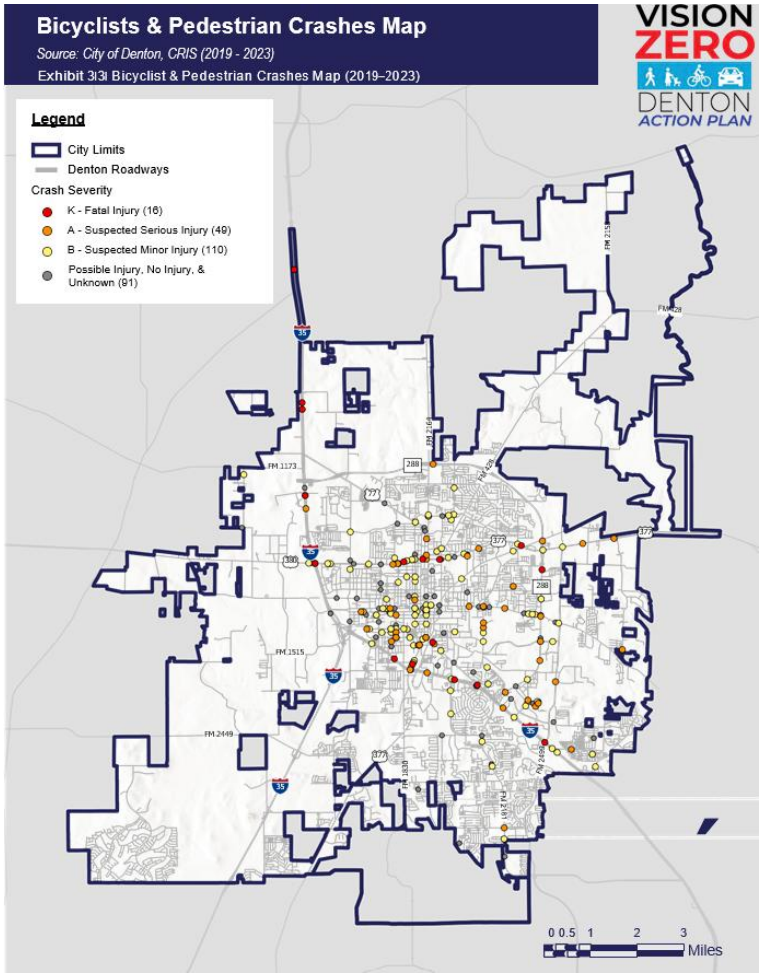
As shown in the Table below, the proportion of fatal crashes, suspected serious injury crashes, and suspected minor injury crashes increased over time. Although total crash counts declined after 2019, the share of KAB crashes rose each year, indicating a growing concentration of more severe outcomes. Suspected minor injury crashes increased consistently, and suspected serious injury crashes peaked in 2021 before remaining elevated relative to earlier years.

YEAR	K – FATAL INJURY		A – SUSPECTED SERIOUS INJURY		B – SUSPECTED MINOR INJURY		GRAND TOTAL
2019	14	0.4%	52	1.4%	325	8.7%	3,742
2020	13	0.5%	46	1.7%	233	8.7%	2,683
2021	16	0.5%	78	2.3%	346	10.3%	3,349
2022	9	0.3%	64	2.2%	357	12.3%	2,911
2023	16	0.6%	59	2.0%	409	14.2%	2,890
Total	***68***	***0.4%***	***299***	***1.9%***	***1,670***	***10.7%***	***15,575***

Vulnerable Road Users

Bicyclists and pedestrians are the most vulnerable road users according to the crash data from CRIS data set.

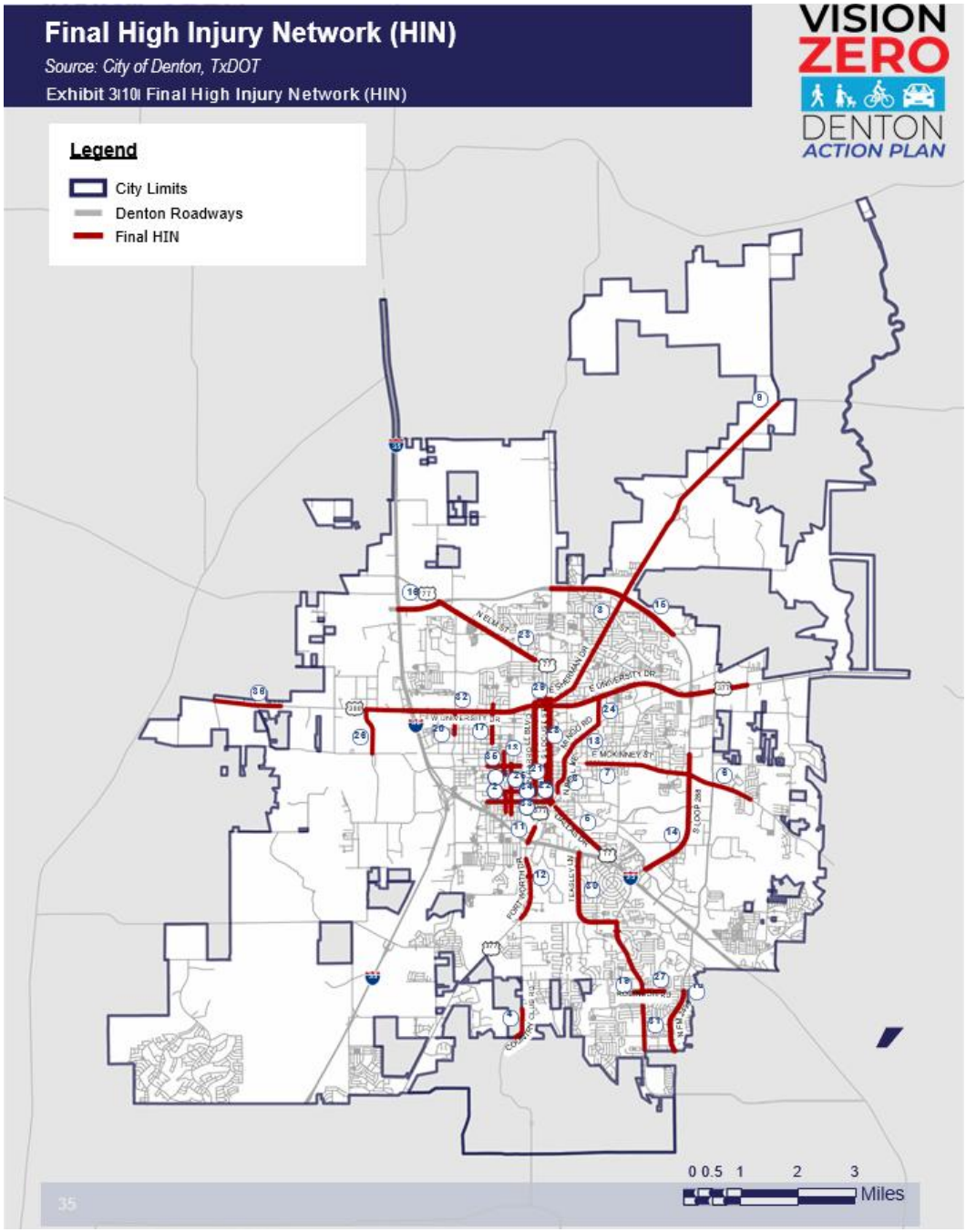
Between 2019 to 2023, bicyclists had 113 crashes, with 65 KABs (~58%); whereas, in 2023, ~74% of bicyclist crashes resulted in KAB injuries. Also, pedestrians had 153 crashes between 2019 and 2023, with 110 KAB outcomes (~72% of pedestrian crashes). In 2023, ~78% of pedestrian crashes resulted in KAB injuries; total pedestrian crashes increased from 20 in 2020) to 37 in 2023.



The Vision Zero Action Plan also covers crash analyses of unlite or poor lighting, distracted driving, impaired or drunk driving, lane departures, and speed-related crashes. The crash analysis, combined with the Critical Crash rate Calculation, resulted in a High Injury Network (HIN).

The High-Injury Network (HIN) is characterized by the identification of specific segments or intersections within the City of Denton with a disproportionately high number of traffic fatalities, serious injuries, or minor injuries. Combining the quantitative CCRR screening with structured qualitative review, the City and the Vision Zero Task Force delineated a High Injury Network that captures a disproportionate share of severe harm in a relatively small share of roadway mileage. The intent of the network is to prioritize targeted transportation safety improvements. The final HIN for the Denton VZAP encompassed just 9.4%

of the City's total roadway network, but accounted for 66.9% of all fatal, serious injury, and minor injury crashes and nearly 67% of all fatal crashes. The HIN is illustrated in Exhibit 3.10.



Study Corridors

Six road segments within the High-Injury Network (HIN) were selected as study corridors in coordination with City staff and the Vision Zero Task Force (VZTF). Crash reports were analyzed to characterize existing conditions and identify crash patterns and locations. This assessment established a baseline understanding of safety performance along the corridors. Collectively, the six corridors span approximately 10 miles and experienced 298 KAB crashes, as summarized in the Table below.

	LIMITS				CRASHES					
STUDY CORRIDOR	ORIGIN	ENDING	LENGTH (MI.)	FUNCTIONAL CLASS	K	A	B	TOTAL KABS	PEAK VOLUME	PEAK CRITICAL CRASH RATE

W University Dr	N Bonnie Brae	Old North Rd	3.7	Primary Arterial	4	22	107	133	31,453	3.13
N Carroll Blvd	380	W Highland St	1.5	Primary Arterial	1	3	53	39	28,998	3.23
E Sherman Dr	N Bell Ave	E WindsorDr	0.7	-	0	0	0	0	0	0.00
Dallas Dr	Johnson	Rio Grande	1	Primary Arterial	2	3	26	31	26,716	3.16
Malone St	380	Panhandle	0.7	Collector	0	2	8	10	30,979	2.81
E McKinney St	Audra	Loop 288	2.1	Primary Arterial	0	6	27	33	33,667	3.37
		Totals	***10.06***		***7***	***39***	***252***	***298***		

Systemic Countermeasures

The systemic countermeasure toolbox presents a comprehensive set of strategies designed to address common traffic safety concerns across a range of roadway contexts. The toolbox provides the City with flexible options to improve safety performance and support consistent application of proven safety treatments throughout the transportation system. Each countermeasure included in the toolbox is associated with a Crash Modification Factor (CMF). A CMF represents the expected change in crash frequency resulting from the implementation of a specific countermeasure. These values are sourced from the Crash Modification Factors Clearinghouse, a national resource that compiles and evaluates safety research, supporting the use of reliable data to inform safety decision-making.

COUNTERMEASURES	CMF
Raised Medians and Pedestrian Refuge Island	0.29
Rectangular Rapid Flashing Beacons (RRFB)	0.31
Bike Lanes	0.435
Roadway Reconfiguration	0.53
Curb Extensions	0.58
Roundabout	0.59
Sidewalks	0.598
Lane Designation Markings and Signs	0.8
Improving Signing and Visibility at Signals	0.81
Mid-Block Crosswalk	0.82
High Contrast Lane Markings	0.84
Retro-Reflective Backplates	0.85
Dynamic Speed Feedback Signs	0.95
Wider Edge Lines	0.97

Source: Crash Modification Factors Clearinghouse

Implementation Program

The Implementation Program offers a 5–10 year roadmap grounded in the Safe System Approach and supported by the mission and guiding principles established by the Vision Zero Task Force. Actions are designed to be achievable, scalable, and adaptable as Denton grows and conditions evolve. The recommended actions are intended to realize the vision established by the community throughout this process. For every strategy, each action provides an estimated timeframe for implementation. The estimate timeframe for implementation allows for better decision making and allocation of funding to complete the action plan strategies and actions in a timely manner.

The Action Matrix for implementation includes:

- Action description
- Emphasis area(s)
- Timeframe
- Responsible partners
- Funding pathway

These components make the Implementation Program transparent, trackable, and easy to integrate into departmental work plans. The full Matrix includes 43 actions, organized by pillar and aligned with the Mission Statement. Each action is designed to:

- Reduce severe crash risk
- Improve multimodal safety
- Advance behavioral, operational, and engineering solutions
- Build toward a citywide culture of safety

Next Steps

Phase II of the Vision Zero Action Plan marks a significant milestone in advancing strategies to eliminate traffic-related fatalities and severe injuries, fostering a safer community for all. Phase II laid the groundwork by identifying high-injury networks, addressing systemic roadway safety issues, and fostering meaningful community engagement to guide the development of action-oriented recommendations. These recommendations are intended to provide high-level guidance. The City should undertake a more detailed analysis to build upon the work completed in Phase II and refine these into more specific, actionable strategies. The following items are recommended to further advance the goals of the Vision Zero Plan.

- Public Engagement
    - Additional VZTF Meetings
    - Additional Pop Ups & Public Workshops
- Additional Comprehensive Safety Analysis
    - Interactive Dashboard for Transparency
    - Target Countermeasures
- Corridor Selected Target Measures
    - Additional Preliminary Intersection Design
- Evaluation of Design Standards

The recommended items will offer an exciting opportunity to build on the foundation established in Phase II, advancing targeted improvements, deepening public involvement, and further aligning Denton with its Vision Zero goal of eliminating traffic fatalities by 2050.

PUBLIC ENGAGEMENT

Meaningful community feedback is central to developing an effective Vision Zero plan. Input from residents and stakeholders helps the planning process identify safety concerns, understand lived experiences, and ensure the Plan responds to community needs. Providing clear, accessible opportunities for the public to share concerns and perspectives also builds trust and strengthens project support, thereby facilitating the effective and efficient implementation of safety recommendations. Feedback collected through the engagement process forms the foundation for the Vision Zero Plan's goals, priorities, and recommended actions. The Public Engagement for the Denton Vision Zero Action Plan included the following opportunities for participation:

- Vision Zero Task Force (VZTF)
- Public Pop-ups
- Public Workshops
- Public Hearings

- Online Engagement

Task Force

The Vision Zero Task Force served as the primary guiding body throughout the planning process, playing a central role in shaping and advancing the Vision Zero Action Plan. The task force provided strategic direction, reviewed key plan elements, and offered ongoing feedback to support informed decision-making and shared ownership of the plan. The Vision Zero Task Force comprised City staff from multiple departments, along with local, regional, and state partners, including representatives from Denton County and the Texas Department of Transportation. (TxDOT) Task Force meetings occurred on the following milestones:



Vision

During the first Vision Zero Task Force meeting, members collaboratively developed a draft mission statement informed by the SWOT analysis results. Through discussion and refinement, the task force finalized the mission statement during the subsequent meetings. The adopted mission statement reflects the City of Denton's values and priorities and serves as a foundation for the Vision Zero Action Plan.

"Our mission is to create a safe, accessible, and sustainable multimodal future for all Denton road users. Through data, community engagement, and innovation, we aim to eliminate fatalities and serious injuries, ensuring a network that protects and serves everyone."

Pop Up Event

The Explorium's Touch A Truck pop-up event, held at the Collins Athletic Complex on May 10, 2025, was a key public engagement opportunity for the Denton Vision Zero Action Plan. Touch A Truck is a community-wide event that brings together public and private organizations to showcase a variety of vehicles, attracting residents from across Denton County. Based on the prior year's attendance of approximately 2,300 visitors, the event provided a highly effective venue for increasing awareness of the Vision Zero initiative. The pop-up gave community members an opportunity to learn about the plan's goals, strategies, and anticipated outcomes in an accessible, informal setting.

Community Workshop

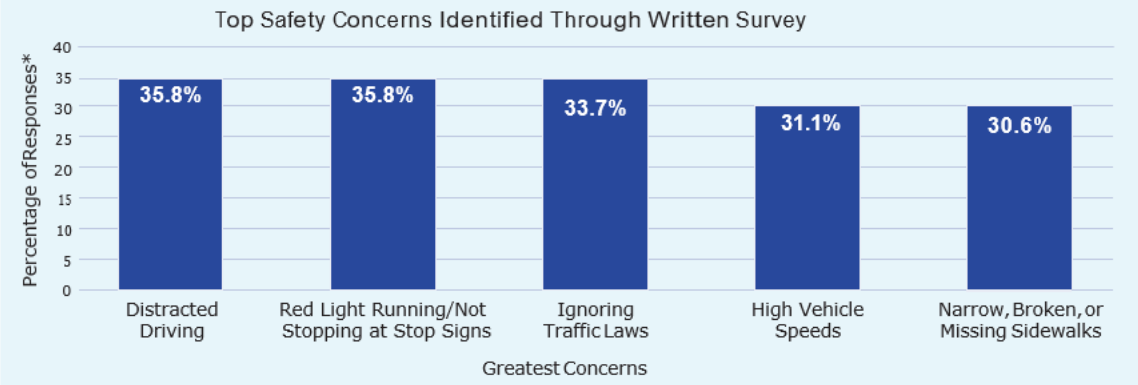
The community workshop, held at the Denton Civic Center on July 24, 2025, drew approximately 30 participants. Attendees provided feedback on safety countermeasures and identified emphasis areas that reflected community priorities. Participant input also informed the development of action items aligned with emphasis areas and the Six Es of Safety, some of which were incorporated into the action matrix presented in Chapter 5 of the report. In addition to providing feedback, participants had the opportunity to learn more about the project through direct interaction with the project team.

Online Engagement

To expand outreach and provide an additional engagement channel beyond in-person events, the project launched its website. The website provided foundational information on the project's purpose and process, offering opportunities for public input through an interactive map survey and a written survey. Overall, the responses collected throughout the engagement process reflect the community's strong interest in a safer, more connected, and pedestrian-friendly City. Addressing issues through strategic traffic calming measures, enhanced visibility, and increased enforcement could improve safety and mobility for all.

Written Survey

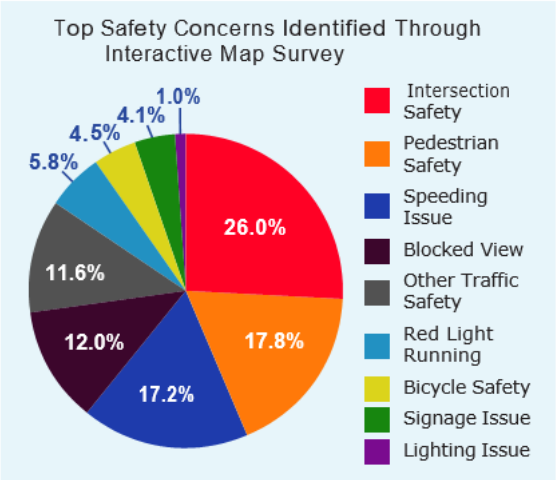
The written survey was administered via the project website from May 15 to September 18, 2025, to collect information on respondents' demographics, travel behavior, and roadway safety concerns. The survey comprised 36 questions and received 193 responses. Results indicate that most responding households reported either no regular work commute or a commute time of 10 to 20 minutes. The largest age range among respondents was 30-44 years old. Approximately 94% of respondents reported that all household members have access to either a personal vehicle or public transportation. Additionally, participants identified red light running, distracted driving, and disregard for traffic laws as the most significant roadway safety concerns. The table below shows the greatest concerns received through the written survey.



**Percentages are of people who included these in their top 3 concerns.*

Interactive Map Survey

Residents and stakeholders provided feedback on existing roadway safety conditions through an interactive map survey on the Denton Vision Zero Action Plan engagement page. This engagement tool enabled website visitors to identify specific locations throughout the City and assign each location to one of nine predefined comment categories, including speeding concerns, visibility limitations, and intersection safety. After selecting a location and topic, respondents could submit detailed comments describing safety concerns, potential solutions, or ideas. This approach enabled participants to provide location-specific feedback that reflects on-the-ground experiences. The map survey results identified several key insights.



Promotions

The City of Denton ensured that the Vision Zero Action Plan remained highly visible and accessible throughout the engagement process by promoting the project across multiple platforms. The City posted project information on the official City website and on a dedicated project website hosted by the City. The project website provided centralized access to plan materials and was regularly updated to reflect project milestones and progress. The City also utilized Discuss Denton, an online engagement forum, to share project updates and invite public participation. Additionally, the City promoted the interactive map, online survey, and engagement events across its social media channels to reach a broad audience. A City-produced promotional video highlighting the community workshop and online survey achieved more than 100,000 views across all platforms, demonstrating strong public interest and effective outreach.

Key Themes of Engagement

- Pedestrian Safety And Walkable Street Design

  Public engagement demonstrated strong support for streets that prioritize pedestrian safety and comfort. Participants consistently emphasized the importance of continuous sidewalks, high-visibility pedestrian crossings, and improved lighting to increase visibility, reduce conflicts, and create more walkable environments.

- Speed Management, Driver Behavior, And Enforcement

  Speeding, running red lights, distracted driving, and general noncompliance with traffic laws emerged as the most significant safety concerns across engagement efforts. Participants supported traffic calming measures, lower operating speeds, and enhanced enforcement, particularly in residential neighborhoods and school zones. Respondents also emphasized the need for education and awareness initiatives to address unsafe driving behaviors and reinforce shared responsibility for roadway safety.

- Intersection Safety, Visibility, And Access Management

  Participants frequently identified intersections with recurring safety issues, including limited visibility, obstructed sightlines, and excessive conflict points. Community members expressed support for treatments such as intersection daylighting, vegetation management, and enhanced signage and pavement markings to improve visibility and make safety improvements more noticeable and effective.

- Multimodal Access

  Public feedback reflected strong support for expanding transportation options beyond driving, including safer bicycle facilities and improved transit and paratransit services. Many emphasized the importance of evaluating pedestrian and bicycle networks from the perspective of vulnerable users, including children, older adults, people with disabilities, and individuals without access to a vehicle.

BOARDS AND COMMISSIONS MEETINGS

With the endorsement of the implementation elements by the Advisory Group, the project team presented the report to Mobility Committee on April 29, 2026, to provide an overview of the conceptual plans, along with action matrix, providing board and committee members the opportunity to offer feedback and ask questions regarding the Plan. Overall, the committee were in favor of the plan. They provided some comments, including whether the plan offers a national comparison of crash data between the City of Denton and other cities. They also inquired about providing cost estimates for implementation of each countermeasure. Additionally, a committee member asked about the possibility of increasing the budget for implementing safety measures within the City, beyond solely relying on grants, to expedite implementation process. In response, staff noted that the report provided cost estimates for various countermeasures and that the City's budget includes $2.5 million for Roadway Safety improvements.

OPTIONS

1. Approve
2. Approve with modifications
3. Deny
4. Postpone Item

RECOMMENDATION

Staff recommends **approval** of the Vision Zero Action Plan, as presented.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Draft Vision Zero Action Plan
Exhibit 3 - Draft Ordinance
Exhibit 4 – Presentation

Respectfully submitted:
Farhan Butt
Deputy Director of Transportation Services

Prepared by:
Sahar Esfandyari
Senior Transportation Planner
Project Manager

VISION ZERO DENTON ACTION PLAN



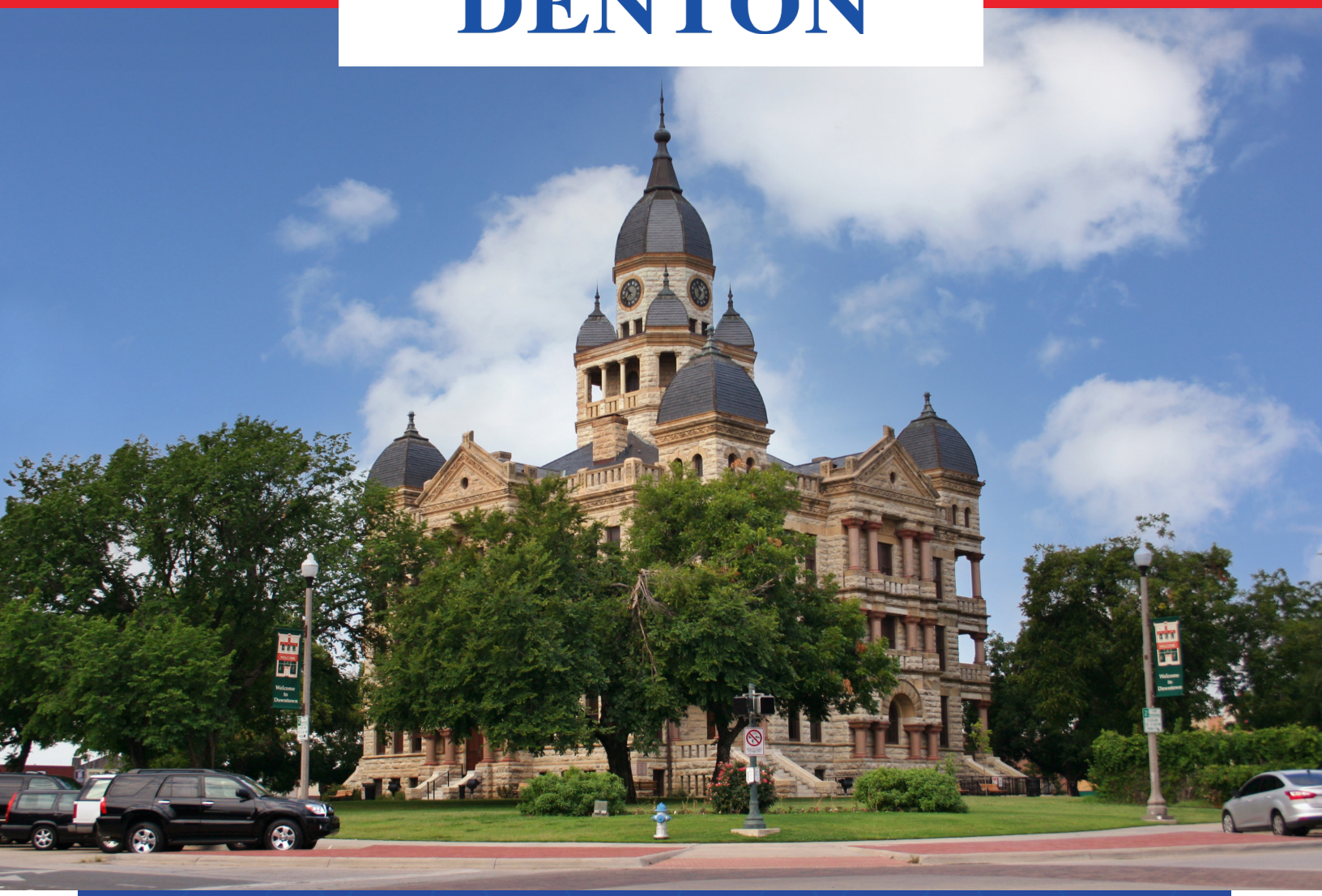
CITY OF DENTON

VISION ZERO ACTION PLAN

April 2026

Prepared for:

CITY OF DENTON



Prepared by:

Kimley»Horn

Expect More. Experience Better.

VISION ZERO DENTON ACTION PLAN

"Our mission is to create a safe, accessible, and sustainable transportation future for all Denton residents. Through data, community engagement, and innovation, we aim to eliminate fatalities and serious injuries, ensuring a network that protects and serves everyone.

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CHAPTER 1

ESTABLISHING VISION ZERO

"The Vision Zero Safety Action Plan provides City staff and local partners with a structured, data-driven approach to identify, prioritize, and implement projects that improve roadway safety.

VISION ZERO

Vision Zero is a safety strategy that aims to eliminate traffic-related fatalities and serious injuries while promoting safe, healthy, and equitable mobility for all roadway users. The approach prioritizes safe roadway design, enforcement, education, and community engagement to reduce the risk and severity of crashes. Pioneered in Europe, Vision Zero reframes traffic deaths and serious injuries as preventable outcomes rather than unavoidable consequences of the transportation system.

Unlike traditional safety approaches that emphasize individual responsibility and perfect user behavior, Vision Zero acknowledges that human error is inevitable and focuses on designing transportation systems that reduce the severity of crashes. Through a comprehensive, system-based approach to safety, **Vision Zero seeks to enhance quality of life, support public health, and improve community mobility.** While the goal of eliminating traffic-related fatalities and serious injuries is ambitious, each reduction represents meaningful progress and delivers lasting benefits to the community.

SAFETY GUIDING PRINCIPLES

The Denton Vision Zero Action Plan is guided by three core principles that support the City's goal of eliminating traffic-related fatalities and serious injuries by 2050. These principles include Vision Zero, the Safe System Approach, and the Six Es of Safety. Together, they establish a comprehensive framework for improving traffic safety across the City.

The Vision Zero Safety Action Plan provides City staff and local partners with a structured, data-driven approach to identify, prioritize, and implement projects that improve roadway safety.

HOW ARE VISION ZERO AND SS4A INTERCONNECTED?

The Safe Streets and Roads for All (SS4A) program is a federal grant program that provides funding to municipalities implementing data-driven strategies to prevent roadway fatalities and serious injuries. The program directly supports the objectives of the Denton Vision Zero Action Plan. Vision Zero defines the policy framework and safety targets, while SS4A provides the financial resources to implement projects and programs that advance the shared goal.

DENTON AND VISION ZERO

The Denton Vision Zero Plan represents a collaborative effort between the City of Denton and the community, developed over a multi-year period from 2022 to 2026. The City organized the planning process into two phases: Assessment and Action Plan. Phase 2 builds on the outcomes of Phase 1 to further the goal of eliminating traffic fatalities and serious injuries by 2050.

1

Phase 1: Vision Zero Assessment

During Phase 1, the City of Denton conducted a comprehensive assessment of existing safety-related programs across municipal departments to identify opportunities for alignment with the Vision Zero framework. The City engaged nearly 80 stakeholders from multiple agencies and organizations through a webinar, a survey, and a facilitated workshop. This assessment established a shared understanding of current conditions, clarified safety priorities, and laid a foundation for coordinated action, enabling the City to advance safety initiatives in subsequent phases efficiently.

2

Phase 2: Vision Zero Action Plan

In Phase 2, the City developed the Vision Zero Action Plan through public engagement and data-driven analysis. The City analyzed crash data and developed a High Injury Network to identify priority locations and contributing factors. The City gathered input from the Vision Zero Task Force and community members through meetings, an open house, surveys, and an interactive map. This input informed the selection of evidence-based countermeasures and the alignment of action items with the Safe System Approach's five pillars. This phase established a framework to support more detailed projects and corridor analysis in the next phase.

SAFE SYSTEM APPROACH

The Safe System Approach, first adopted in Sweden in 1997 as part of the original Vision Zero framework, provides the foundation for implementing the Denton Vision Zero Action Plan. The approach is based on six core principles that guide the development, implementation, and evaluation of safety-focused policies, programs, and projects.

Death or serious injury is unacceptable

The transportation system prioritizes eliminating crashes that result in fatalities and serious injuries over minor incidents. This principle reflects a commitment to protecting roadway users by focusing resources and strategies on preventing the most harmful outcomes and improving overall safety on public roadways.

Humans make mistakes

People inevitably make errors and decisions that can contribute to crashes. The transportation system mitigates these risks by incorporating designs and operational strategies that reduce the likelihood of errors that result in death or serious injury.

Humans are vulnerable

Human bodies have physical limits for tolerating crash forces before serious injury or death occurs. A safe transportation system recognizes these limits and applies human-centered design practices to reduce exposure to high-speed, high-impact conditions.

Responsibility is shared

Preventing traffic crashes requires shared responsibility. Government agencies at all levels, industry partners, advocacy organizations, researchers, and the general public each play a role in improving roadway safety.

Safety is proactive

Emphasizes proactive safety strategies that identify and address risks before crashes occur. Data-driven tools and preventive measures guide investments and interventions to mitigate safety risks across the transportation network.

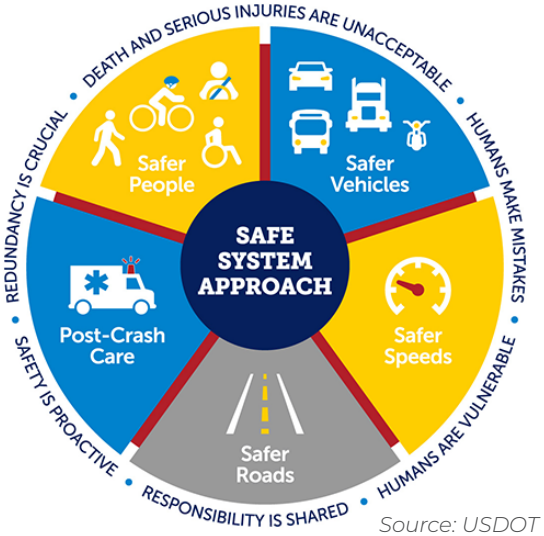
Redundancy is crucial

A resilient transportation system strengthens all elements of safety so that if one element fails, others continue to protect roadway users. Redundancy across system components prevents widespread failure and ensures consistent protection for all users.

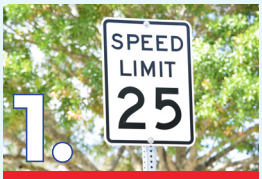
The Safe System Approach is a principles-based approach designed to eliminate fatal and serious injuries. The approach recognizes that human error is inevitable and focuses on safety planning strategies to reduce the likelihood of crashes and limit their severity when they occur. To achieve this, the Safe System Approach establishes multiple complementary layers of protection. The Swiss Cheese Model illustrates this concept by demonstrating how overlapping safety layers create system-wide redundancy. Although gaps or failures may occur within individual components, the system continues to function, preventing isolated errors from resulting in fatal or serious injury outcomes.

Implementation strategies include context-sensitive roadway design, speed management, physical separation between motor vehicles and other roadway users, and the integration of vehicle safety technologies. To support these strategies, the U.S. Department of Transportation identifies five complementary objectives that guide implementation, as detailed below:

Figure 1.1. The Safe System Approach



Source: USDOT



1. Safer Speeds

Focus on reducing vehicle speeds to enhance roadway safety by increasing drivers' reaction times, improving visibility, and boosting survival rates during crashes.



2. Safer Roads

Achieved through a collaborative approach that integrates roadway planning, design, construction, maintenance, operations, and safety countermeasures to improve safety.



3. Safer People

Promote safe and responsible roadway behavior by complying with traffic laws and regulations, helping all users reach their destinations safely.



4. Safer Vehicles

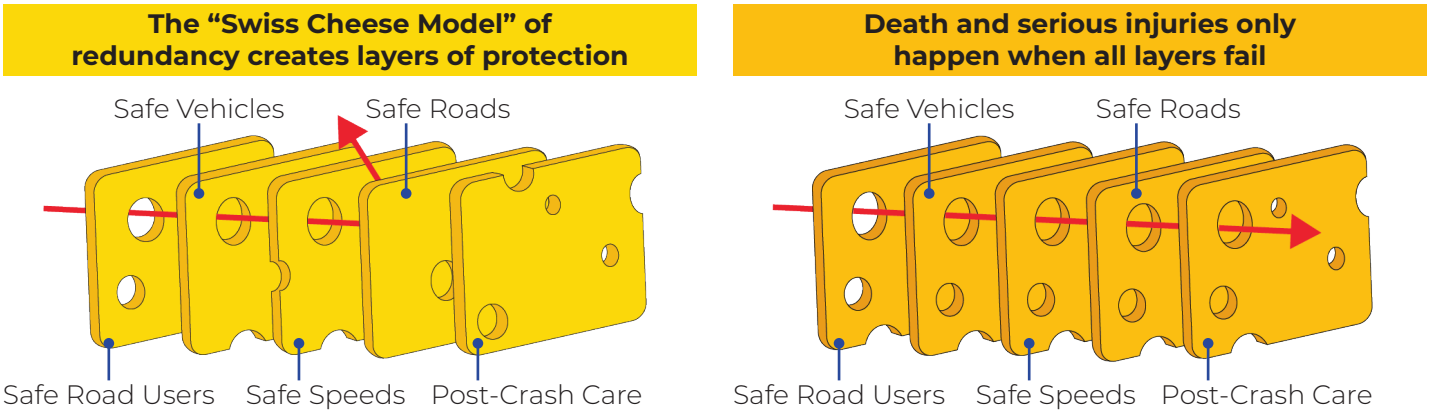
Have active and passive safety features to prevent crashes and reduce injury severity for both occupants and non-occupants.



5. Post-Crash Care

Encompasses the actions of emergency responders, law enforcement personnel, and clean-up following a crash.

Figure 1.2. The Swiss Cheese Model



Source: Federal Highway Administration

SIX "E'S" OF SAFETY

Like the Safe System Approach, the Six Es of Safety function as interconnected element within a holistic framework. Although communities differ in their characteristics and perspectives on safety, the Six Es can be applied across multiple levels to improve the overall user experience and advance safety outcomes.

Engineering

Engineering projects and interventions that support Vision Zero improve safety by shaping the built environment to influence how road users travel. The primary goal is to manage vehicle speeds and improve safety for all users. Proven strategies include implementing safety countermeasures and traffic calming measures to reduce speeding.

Education

Education can improve transportation safety by increasing awareness of travel options, promoting the benefits of multimodal transportation, and reinforcing the proper use of the transportation system.

Evaluation

Evaluation can support both proactive and responsive measures by analyzing the timing, location, and contributing factors of crashes. This understanding enables us to respond to historical trends and adjust to improving future safety. Similarly, careful evaluation can help prevent potential issues from escalating.

Equity

Equity efforts must be made to ensure that underserved, disadvantaged, and diverse populations receive access to roadway infrastructure and safety improvements.

Enforcement

Enforcement can promote compliance with traffic laws and regulations among all roadway users while ensuring that profiling does not occur. A safety-focused enforcement approach prioritizes high-risk behaviors, including speeding and other hazardous actions, over minor infractions.

Encouraging

Encouraging the community to increase their awareness and understanding of safety principles through engaging and interactive activities. Events and programs can support and promote better behavior among all roadway users.

VISION ZERO



DENTON ACTION PLAN

CHAPTER 2

ENGAGING THE COMMUNITY

Input from residents and stakeholders helps the planning process identify safety concerns, understand lived experiences, and ensure the Plan responds to community needs.

INTRODUCTION

Meaningful community feedback is central to developing an effective Vision Zero plan. Input from residents and stakeholders helps the planning process identify safety concerns, understand lived experiences, and ensure the Plan responds to community needs. Providing clear, accessible opportunities for the public to share concerns and perspectives also builds trust and strengthens project support, thereby facilitating the effective and efficient implementation of safety recommendations. Feedback collected through the engagement process forms the foundation for the Vision Zero plan's goals, priorities, and recommended actions. **The Public Engagement for the Denton Vision Zero Action Plan included the following opportunities for participation:**

- **Vision Zero Task Force (VZTF)**
- **Public Pop-ups**
- **Public Workshops**
- **Public Hearings**
- **Online Engagement**

PUBLIC EVENTS

VISION ZERO TASK FORCE MEETINGS

The Vision Zero Task Force served as the primary guiding body throughout the planning process, playing a central role in shaping and advancing the Vision Zero Action Plan. The task force provided strategic direction, reviewed key plan elements, and offered ongoing feedback to support informed decision-making and shared ownership of the plan.

The Vision Zero Task Force comprised City staff from multiple departments, along with local, regional, and state partners, including representatives from Denton County and the Texas Department of Transportation. (TxDOT) Task Force meetings occurred on the following milestones:

January 2025	March 2025	May 2025	August 2025	January 2026
Kick-off & Goal Setting	High-Injury Network & Crash History	Implementation Matrix & Action Plan	Draft Recommendations	Phase II Closeout

The Vision Zero Task Force participated in a range of structured activities that informed the development of the Vision Zero Action Plan. These activities included conducting a SWOT analysis, refining the High Injury Network, developing a vision and the action matrix, and prioritizing recommended actions. The task force also provided a review and refinement of the plan.

VISION

During the first Vision Zero Task Force meeting, members collaboratively developed a draft mission statement informed by the SWOT analysis results. Through discussion and refinement, the task force finalized the mission statement during the subsequent meetings. The adopted mission statement reflects the City of Denton's values and priorities and serves as a foundation for the Vision Zero Action Plan.

"Our mission is to create a safe, accessible, and sustainable multimodal future for all Denton road users. Through data, community engagement, and innovation, we aim to eliminate fatalities and serious injuries, ensuring a network that protects and serves everyone."



The Denton Vision Zero Action Plan target was also developed during this initial meeting. Task force members proposed a draft target aligned with the Texas Department of Transportation's safety goals, calling for a 50 percent reduction in traffic-related fatalities and serious injuries by 2035, with the goal of eliminating such incidents by 2050. This target reflects the City's forward-looking commitment to long-term transportation safety and security.

POP UP EVENT – EXPLORIUM TOUCH A TRUCK

The Explorium Touch A Truck pop-up event, held at the Collins Athletic Complex on May 10, 2025, was a key public engagement opportunity for the Denton Vision Zero Action Plan. Touch A Truck is a community-wide event that brings together public and private organizations to showcase a variety of vehicles, attracting residents from across Denton County. Based on the prior year's attendance of approximately 2,300 visitors, the event provided a highly effective venue for increasing awareness of the Vision Zero initiative. The pop-up gave community members an opportunity to learn about the plan's goals, strategies, and anticipated outcomes in an accessible, informal setting.

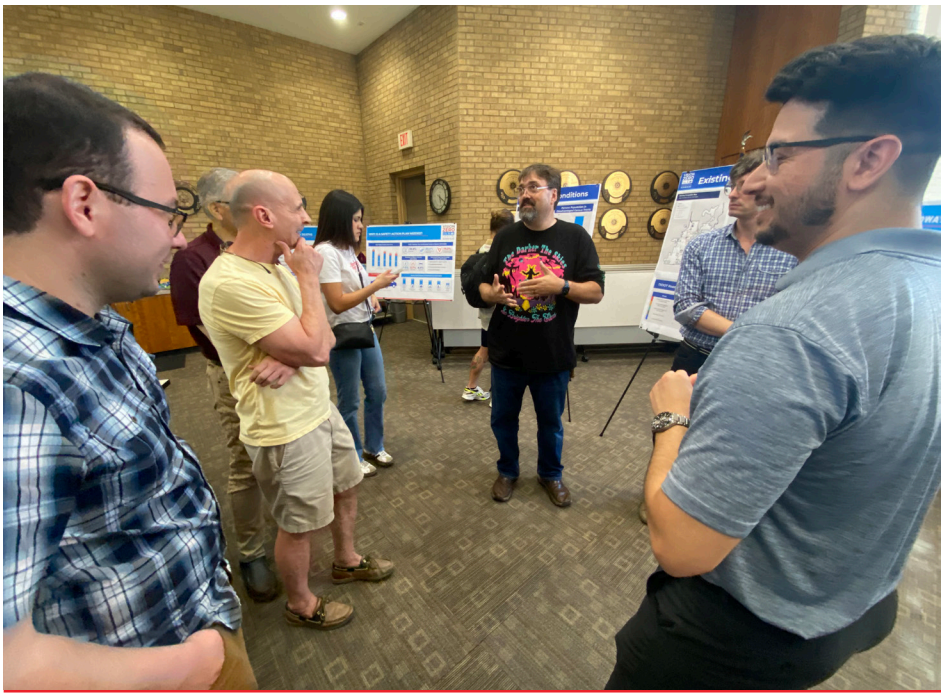


Explorium Touch a Truck Pop Up

COMMUNITY WORKSHOP

The community workshop, held at the Denton Civic Center on July 24, 2025, drew approximately 30 participants. Attendees provided feedback on safety countermeasures and identified emphasis areas that reflected community priorities. Participant input also informed the development of action items aligned with emphasis areas and the Six Es of Safety, some of which were incorporated into the action matrix presented in **Chapter 5**.

In addition to providing feedback, participants had the opportunity to learn more about the project through direct interaction with the project team.



Community Workshop

ONLINE ENGAGEMENT

To expand outreach and provide an additional engagement channel beyond in-person events, the project launched its website. The website provided foundational information on the project's purpose and process, offering opportunities for public input through an interactive map survey and a written survey.

Overall, the responses collected throughout the engagement process reflect the community's strong interest in a safer, more connected, and pedestrian-friendly City. Addressing issues through strategic traffic calming measures, enhanced visibility, and increased enforcement could improve safety and mobility for all.

WRITTEN SURVEY

The written survey was administered via the project website from May 15 to September 18, 2025, to collect information on respondents' demographics, travel behavior, and roadway safety concerns. The survey comprised 36 questions and received 193 responses. Results indicate that most responding households reported either no regular work commute or a commute time of 10 to 20 minutes. The largest age range among respondents was 30-44 years old. Approximately 94% of respondents reported that all household members have access to either a personal vehicle or public transportation. Additionally, participants identified red light running, distracted driving, and disregard for traffic laws as the most significant roadway safety concerns. Key insights from the written survey included:

Pedestrian Safety –

93% of respondents support investing in making walking safer by creating more sidewalks, mid-block crossings, high-visibility crosswalks, and more.

Bicycling Safety –

84% of respondents support investing in making bicycling safer by creating more bike lanes and separation from vehicle traffic.

Multimodal Safety Infrastructure –

76% of respondents support the creation of protected and/or dedicated facilities for multiple modes of travel (pedestrians, bicycles, transit).

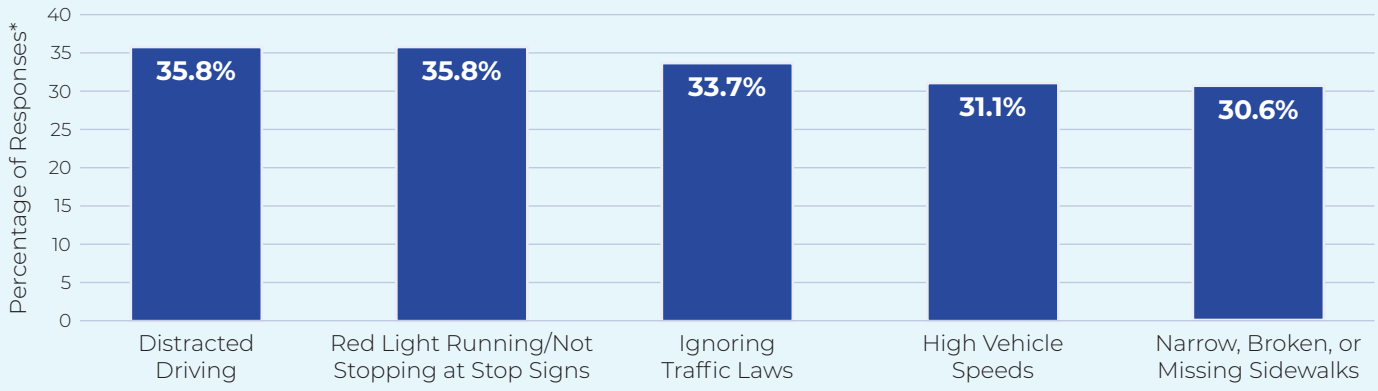
Enforcement & Education –

70% of respondents support funding for educational programs for driver safety and enhanced enforcement.

Infrastructure & Car Dependency –

67% of respondents support reducing speed limits to slow down unsafe drivers. Many respondents rely on personal vehicles for convenience and perceive few viable alternatives.

Figure 2.1. Top Safety Concerns Identified Through Written Survey



Percentages are of people who included these in their top 3 concerns.

INTERACTIVE MAP SURVEY

Residents and stakeholders provided feedback on existing roadway safety conditions through an interactive map survey on the Denton Vision Zero Action Plan engagement page. **Figure 2.3** illustrates the comments submitted through the map interface. This engagement tool enabled website visitors to identify specific locations throughout the City and assign each location to one of nine predefined comment categories, including speeding concerns, visibility limitations, and intersection safety. After selecting a location and topic, respondents could submit detailed comments describing safety concerns, potential solutions, or ideas. This approach enabled participants to provide location-specific feedback that reflects on-the-ground experiences. The map survey results identified several key insights.

Intersection Safety –
26% Dangerous intersections need traffic lights, stop signs, or roundabouts.

Pedestrian Safety –
18% Need for better infrastructure like sidewalks, crosswalks, and pedestrian signals.

Speeding –
17% Excessive speeding in residential and school areas requires stronger enforcement and improved traffic calming measures.

Blocked View –
12% Blocked views from trees, hills, and parked cars require vegetation trimming and the addition of traffic controls, such as traffic lights.

In addition to the key insights identified through the survey responses, several corridors and geographic locations emerged as hotspots due to a high concentration of comments. These locations reflect areas where respondents consistently identified recurring safety concerns, primarily along the following corridors:

- **Teasley Lane:** Unsafe intersections and blocked views.
- **University Drive:** Excessive speeding and frequent red-light running.
- **Sherman Drive:** Excessive speeding and unsafe intersections.
- **Nottingham Drive:** Blocked views and frequent red light running.
- **Wilshire Boulevard:** Poor pedestrian infrastructure and excessive speeding.

Figure 2.2. Top Safety Concerns Identified Through Interactive Map Survey

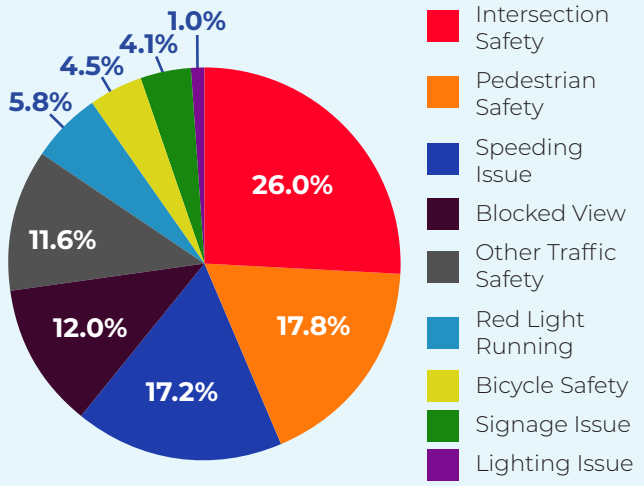
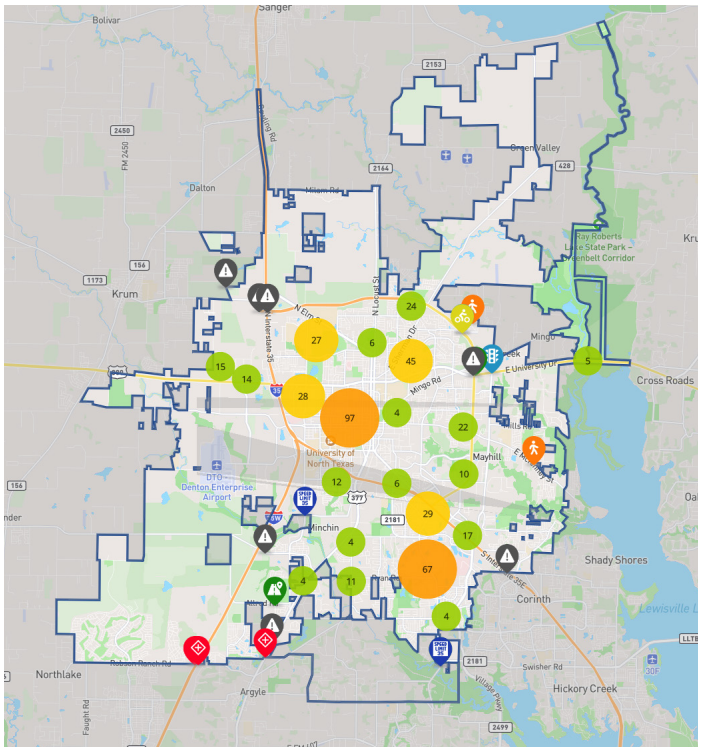


Figure 2.3. Interactive Map Comments



PROMOTIONS

The City of Denton ensured that the Vision Zero Action Plan remained highly visible and accessible throughout the engagement process by promoting the project across multiple platforms. The City posted project information on the official City website and on a dedicated project website hosted by the City. The project website provided centralized access to plan materials and was regularly updated to reflect project milestones and progress.

The City also utilized Discuss Denton, an online engagement forum, to share project updates and invite public participation. Additionally, the City promoted the interactive map, online survey, and engagement events across its social media channels to reach a broad audience. A City-produced promotional video highlighting the community workshop and online survey achieved more than 100,000 views across all platforms, demonstrating strong public interest and effective outreach.

ENGAGEMENT SUMMARY

Overall, public engagement revealed consistent themes across all outreach activities and confirmed community alignment around roadway safety priorities. Feedback highlighted shared concerns regarding existing conditions, recurring safety challenges, and the need for improvements that better support daily travel throughout the City. The results below show a community desire for a safer, more connected, and pedestrian-friendly City. Addressing issues through strategic traffic calming measures, enhanced visibility, and increased enforcement could improve safety and mobility for all.

KEY THEMES OF ENGAGEMENT

PEDESTRIAN SAFETY AND WALKABLE STREET DESIGN

Public engagement demonstrated strong support for streets that prioritize pedestrian safety and comfort. Participants consistently emphasized the importance of continuous sidewalks, high-visibility pedestrian crossings, and improved lighting to increase visibility, reduce conflicts, and create more walkable environments.

SPEED MANAGEMENT, DRIVER BEHAVIOR, AND ENFORCEMENT

Speeding, running red lights, distracted driving, and general noncompliance with traffic laws emerged as the most significant safety concerns across engagement efforts. Participants supported traffic calming measures, lower operating speeds, and enhanced enforcement, particularly in residential neighborhoods and school zones. Respondents also emphasized the need for education and awareness initiatives to address unsafe driving behaviors and reinforce shared responsibility for roadway safety.

INTERSECTION SAFETY, VISIBILITY, AND ACCESS MANAGEMENT

Participants frequently identified intersections with recurring safety issues, including limited visibility, obstructed sightlines, and excessive conflict points. Community members expressed support for treatments such as intersection daylighting, vegetation management, and enhanced signage and pavement markings to improve visibility and make safety improvements more noticeable and effective.

MULTIMODAL ACCESS

Public feedback reflected strong support for expanding transportation options beyond driving, including safer bicycle facilities and improved transit and paratransit services. Many emphasized the importance of evaluating pedestrian and bicycle networks from the perspective of vulnerable users, including children, older adults, people with disabilities, and individuals without access to a vehicle.

CHAPTER 3

CRASH ANALYSIS

"This chapter summarizes five years of reported crashes within the City of Denton (calendar years 2019–2023) using data from the Texas Department of Transportation (TxDOT), reviewed throughout the planning process to inform decision making and prioritize safety investments.

This chapter summarizes five years of reported crashes within the City of Denton (calendar years 2019–2023) using data from the Texas Department of Transportation (TxDOT), reviewed throughout the planning process to inform decision making and prioritize safety investments. Unless otherwise noted, crash severity references use the KAB convention—K (fatal injury), A (suspected serious injury), and B (suspected minor injury)—with observations about broader severity categories included where relevant.

Between 2019 and 2023, the City of Denton experienced 15,575 reported crashes, including 68 fatal crashes. Total crashes peaked in 2019 (3,742) and fell sharply in 2020 (2,683) reflecting reduced travel during the COVID-19 (2,683). Despite this high volume, 2019 recorded one of the lower proportions of fatal, suspected serious injury, and suspected minor injury crashes compared to subsequent years. Activity rebounded in 2021 (3,349) and declined by 2022 (2,911) and 2023 (2,890).

While the overall crash frequency has decreased in recent years, crash severity trends exhibit a different pattern and have increased.

As shown in **Table 3.1**, the proportion of fatal crashes, suspected serious injury crashes, and suspected minor injury crashes increased over time. Although total crash counts declined after 2019, the share of KAB crashes rose each year, indicating a growing concentration of more severe outcomes. Suspected minor injury crashes increased consistently, and suspected serious injury crashes peaked in 2021 before remaining elevated relative to earlier years.

Figure 3.1 illustrates the number of fatalities per 100,000 population, which remained relatively stable over the five years, generally hovering around 10 fatalities per 100,000 residents. An exception to this trend appears in 2022, when nine fatalities resulted in a notably lower fatality rate of 6.0 per 100,000 population. This year represents a temporary deviation from otherwise consistent fatality rate patterns.

Figure 3.1. KAB Crash Summary (2019–2023)

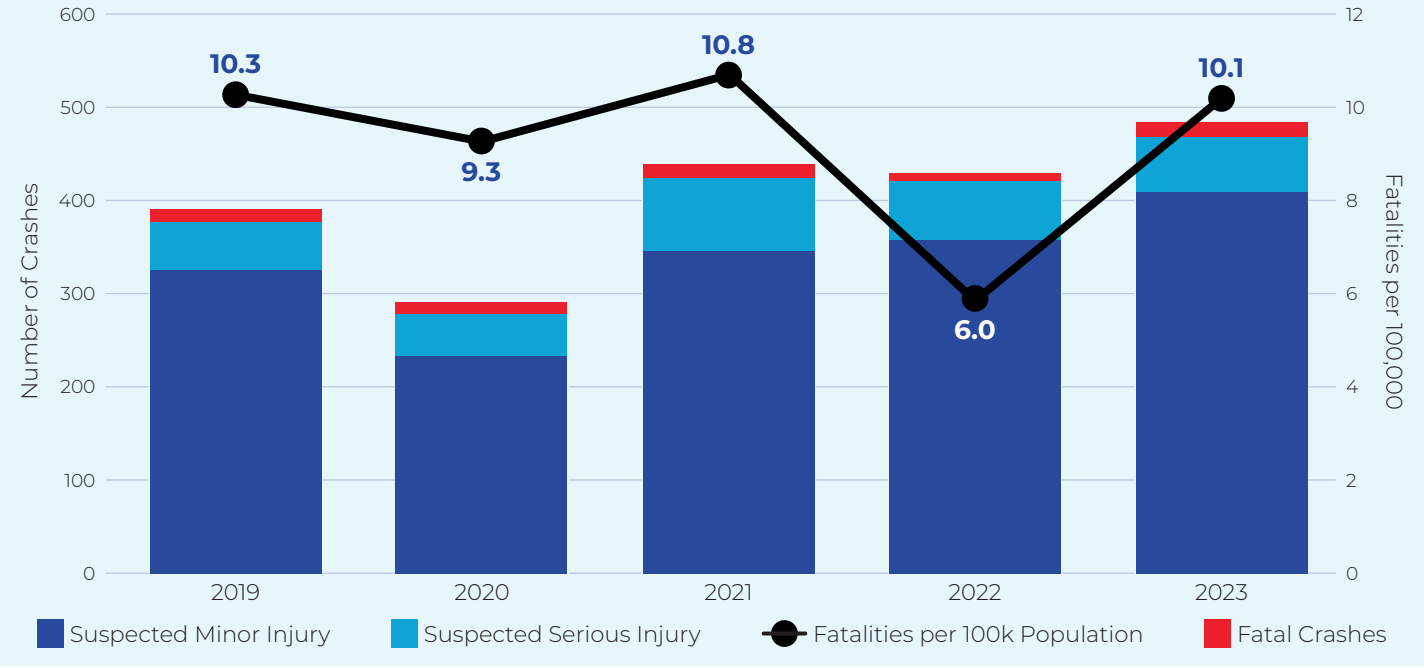


Table 3.1. Total Crashes by Severity (2019–2023)

YEAR	K – FATAL INJURY		A – SUSPECTED SERIOUS INJURY		B – SUSPECTED MINOR INJURY		GRAND TOTAL
2019	14	0.4%	52	1.4%	325	8.7%	3,742
2020	13	0.5%	46	1.7%	233	8.7%	2,683
2021	16	0.5%	78	2.3%	346	10.3%	3,349
2022	9	0.3%	64	2.2%	357	12.3%	2,911
2023	16	0.6%	59	2.0%	409	14.2%	2,890
Total	***68***	***0.4%***	***299***	***1.9%***	***1,670***	***10.7%***	***15,575***

CRASH DENSITY

Crash concentrations are greatest at locations with high traffic volumes and complex movements which align with intersections. Elevated concentrations of crashes are evident along Interstate 35 and major arterial corridors serving the City, including US Highway 380 and 77. **Table 3.2** summarizes the distribution of crash severity for all reported crashes from 2019 to 2023 .

Exhibit 3.1 presents a crash heat map illustrating the spatial distribution of total crashes within the City from 2019 through 2023. The heat map illustrates the density of crash occurrences by location, but does not account for roadway characteristics, such as functional classification or traffic volumes.

Table 3.2. Breakdown of Crash Severity (2019–2023)

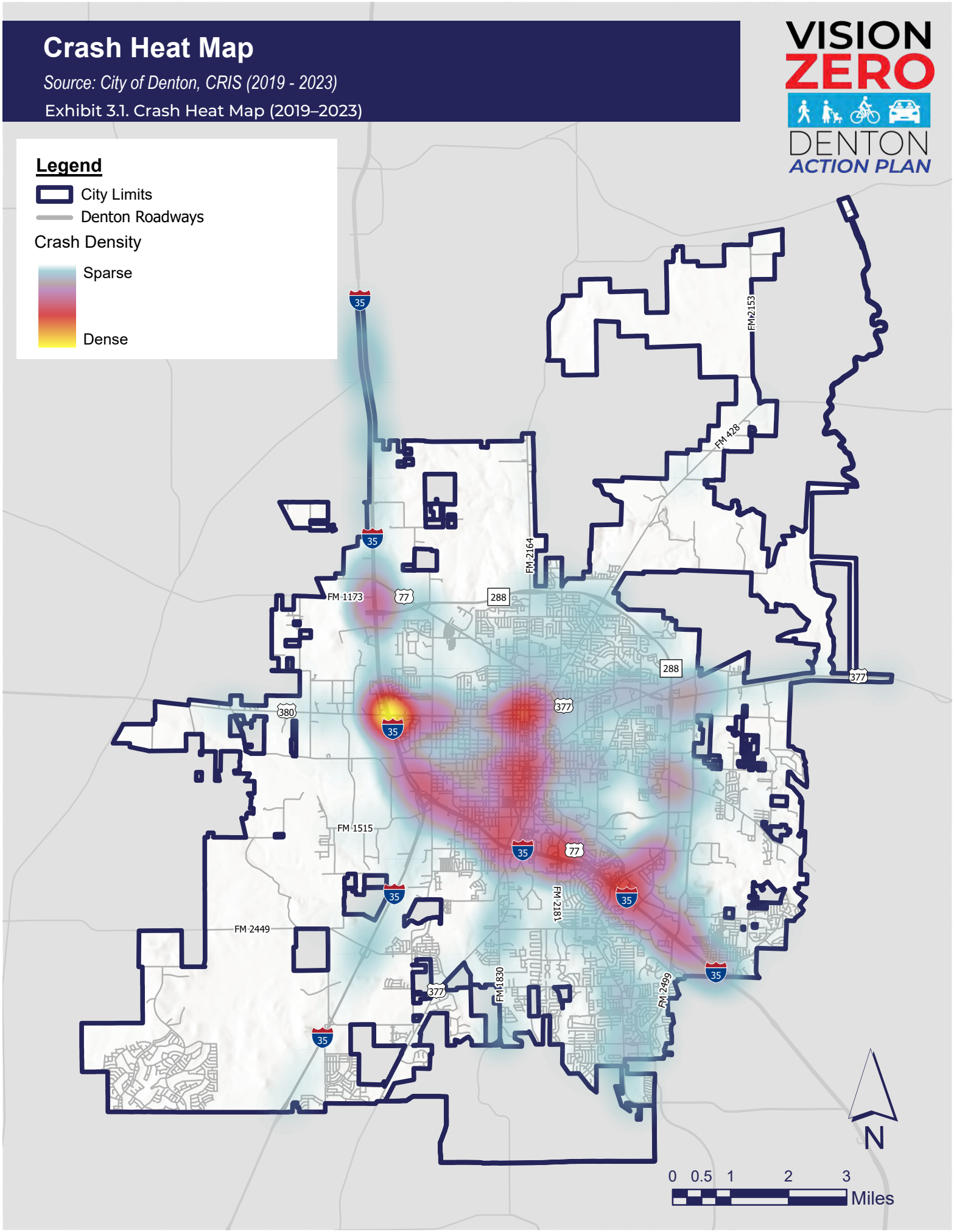
CRASH SEVERITY	CRASH COUNT	PERCENTAGE
K – Fatal Injury	68	0.4%
A – Suspected Serious Injury	299	1.9%
B – Suspected Minor Injury	1,670	10.7%
C – Possible Injury	1,966	12.6%
N – Not Injured	11,009	70.7%
99 - Unknown	563	3.6%
Total	***15,575***	***100%***

Crash Heat Map

Source: City of Denton, CRIS (2019 - 2023)

Exhibit 3.1. Crash Heat Map (2019–2023)

VISION ZERO DENTON ACTION PLAN



INTERSECTIONS

Table 3.3 summarizes that approximately 45.2% of all reported crashes citywide occurred at intersections over the five year period. The share averaged ~44% (2019–2021) and rose to ~47% (2022–2023). Intersections inherently present a higher potential for conflicts as vehicles, pedestrians, and bicyclists converge at these locations.

High crash intersections are concentrated along high volume corridors. The highest crash total was recorded at US 380 & IH 35 (271 crashes). Other prominent locations include State Loop (SL) 288 & IH 35 (181) and Brinker Rd & SL 288 (139). Intersections along these corridors collectively account for the majority of the location listed in **Table 3.4**.

As illustrated in **Exhibit 3.2**, the major corridors account for a significant share of the top ten high crash intersections within the City.

Table 3.3. Intersection Crashes by Year (2019–2023)

CRASH YEAR	CRASH COUNT
2019	44.2%
2020	43.8%
2021	44.1%
2022	46.8%
2023	47.1%
Average	***45.2%***

Table 3.4. High Crash Intersections (2019–2023)

RANK	INTERSECTION	FATAL CRASHES (K)	SUSPECTED SERIOUS INJURY CRASHES (A)	SUSPECTED MINOR INJURY CRASHES (B)	NUMBER OF CRASHES
1	US 380 & IH 35	2	0	9	271
2	SL 288 & IH 35	0	0	9	181
3	Brinker Rd & SL 288	0	2	19	139
4	SL 288 & IH 35 East	0	1	5	114
5	US 77 & US 380	0	3	10	111
6	IH 35 East & US 377	0	2	8	102
7	FM 428 & US 77	0	3	14	99
8	N Carroll Blvd & US 380	0	0	16	89
9	Colorado Blvd & SL 288	0	4	10	77
10	N Mayhill Rd & US 377	0	1	12	72
Total		***2***	***16***	***112***	***1,255***

High Crash Intersections

Source: City of Denton, CRIS (2019 - 2023)

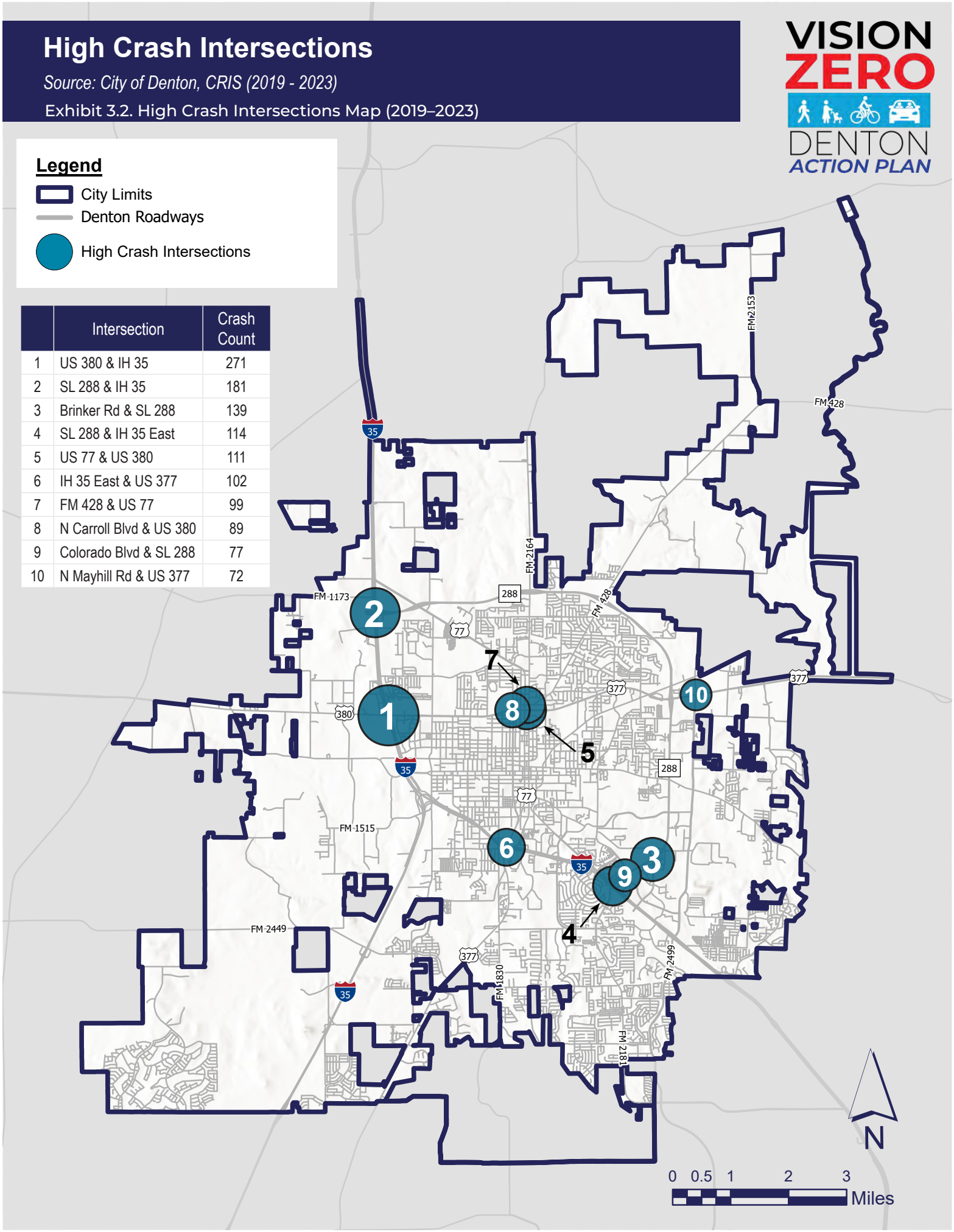
Exhibit 3.2. High Crash Intersections Map (2019–2023)

VISION ZERO DENTON ACTION PLAN

Legend

- City Limits
- Denton Roadways
- High Crash Intersections

	Intersection	Crash Count
1	US 380 & IH 35	271
2	SL 288 & IH 35	181
3	Brinker Rd & SL 288	139
4	SL 288 & IH 35 East	114
5	US 77 & US 380	111
6	IH 35 East & US 377	102
7	FM 428 & US 77	99
8	N Carroll Blvd & US 380	89
9	Colorado Blvd & SL 288	77
10	N Mayhill Rd & US 377	72



VULNERABLE ROAD USERS

Vulnerable Road Users (VRU) are individuals who lack the physical protection of an enclosed vehicle and therefore face a higher risk of injury when involved in a crash with a motor vehicle. This group includes pedestrians, roadway workers, individuals using wheelchairs or other personal mobility devices, as well as bicyclists and users of micromobility devices. Because of their increased exposure, Vulnerable Road Users require additional layers of protection within the transportation system.

Table 3.5 and **Table 3.6** outline that bicyclists and pedestrians remain disproportionately impacted by severe outcomes due to their exposure and vulnerability.

Bicyclists

There were **113 crashes,** with 65 resulting in KAB outcomes (~58%). In 2023, approximately 74% of bicyclist crashes led to KAB injuries.

Pedestrians

153 crashes (2019–2023), with 110 KAB outcomes (~72% of pedestrian crashes). In 2023, ~78% of pedestrian crashes resulted in KAB injuries; total pedestrian crashes increased from 20 (2020) to 37 (2023).

These trends reinforce the need for targeted VRU safety strategies on higher risk corridors and at complex intersections.

As illustrated in **Exhibit 3.3**, most VRU crashes occur within Denton's urban core between IH 35E and US 380, while fatal and suspected serious injury crashes are primarily concentrated along highway corridors.

Table 3.5. Bicyclist Crashes (2019–2023)

YEAR	TOTAL	K	A	B	KAB	% KAB
2019	29	2	3	9	14	48%
2020	17	0	2	6	8	47%
2021	30	0	4	15	19	63%
2022	14	0	2	5	7	50%
2023	23	1	1	15	17	74%
Total	***113***	***3***	***12***	***50***	***65***	***58%***

Table 3.6. Pedestrian Crashes (2019–2023)

YEAR	TOTAL	K	A	B	KAB	% KAB
2019	34	2	7	13	22	65%
2020	20	5	5	3	13	65%
2021	28	2	6	14	22	79%
2022	34	2	10	12	24	71%
2023	37	2	9	18	29	78%
Total	***153***	***13***	***37***	***60***	***110***	***72%***

Bicyclists & Pedestrian Crashes Map

Source: City of Denton, CRIS (2019 - 2023)

Exhibit 3.3. Bicyclist & Pedestrian Crashes Map (2019–2023)

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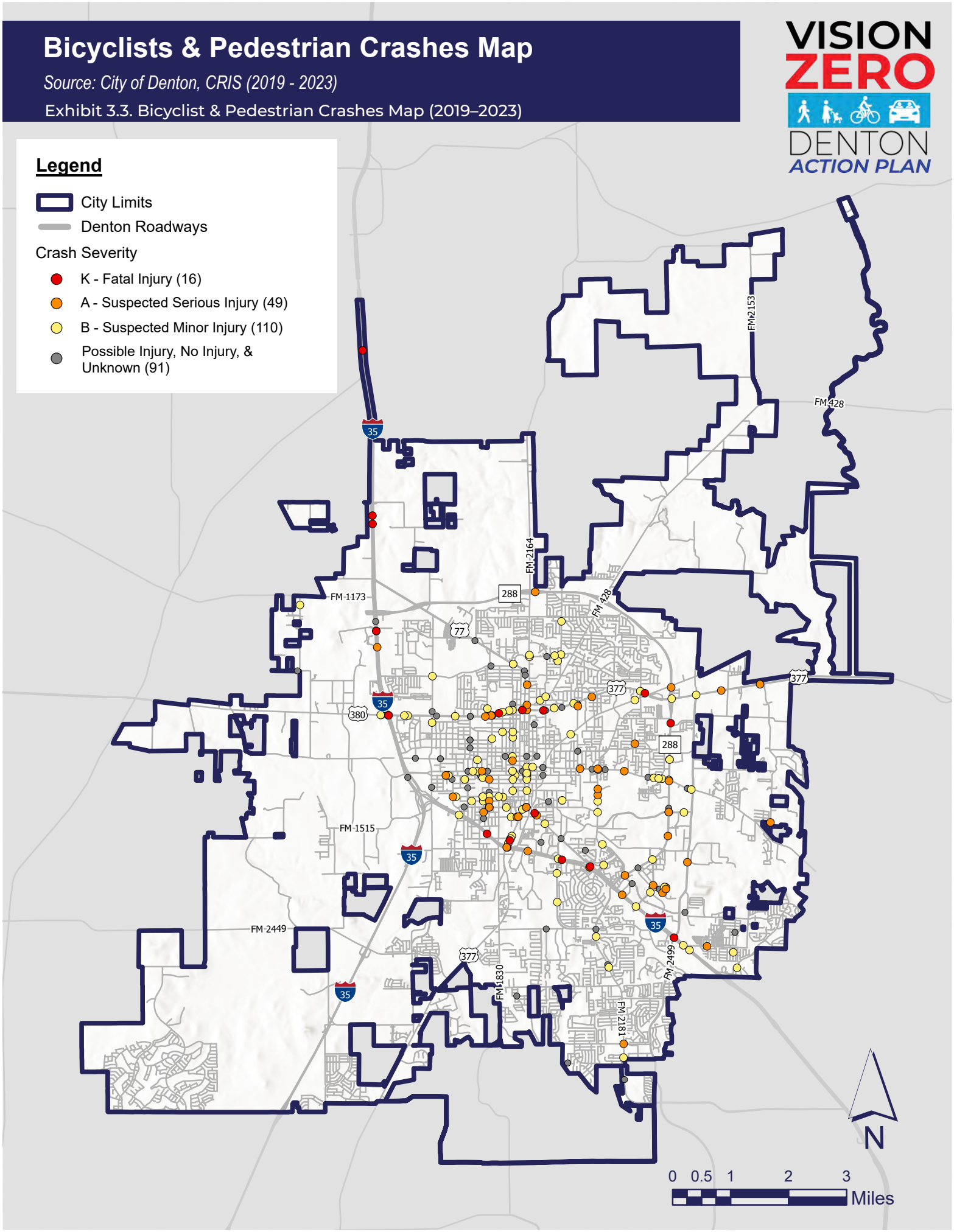


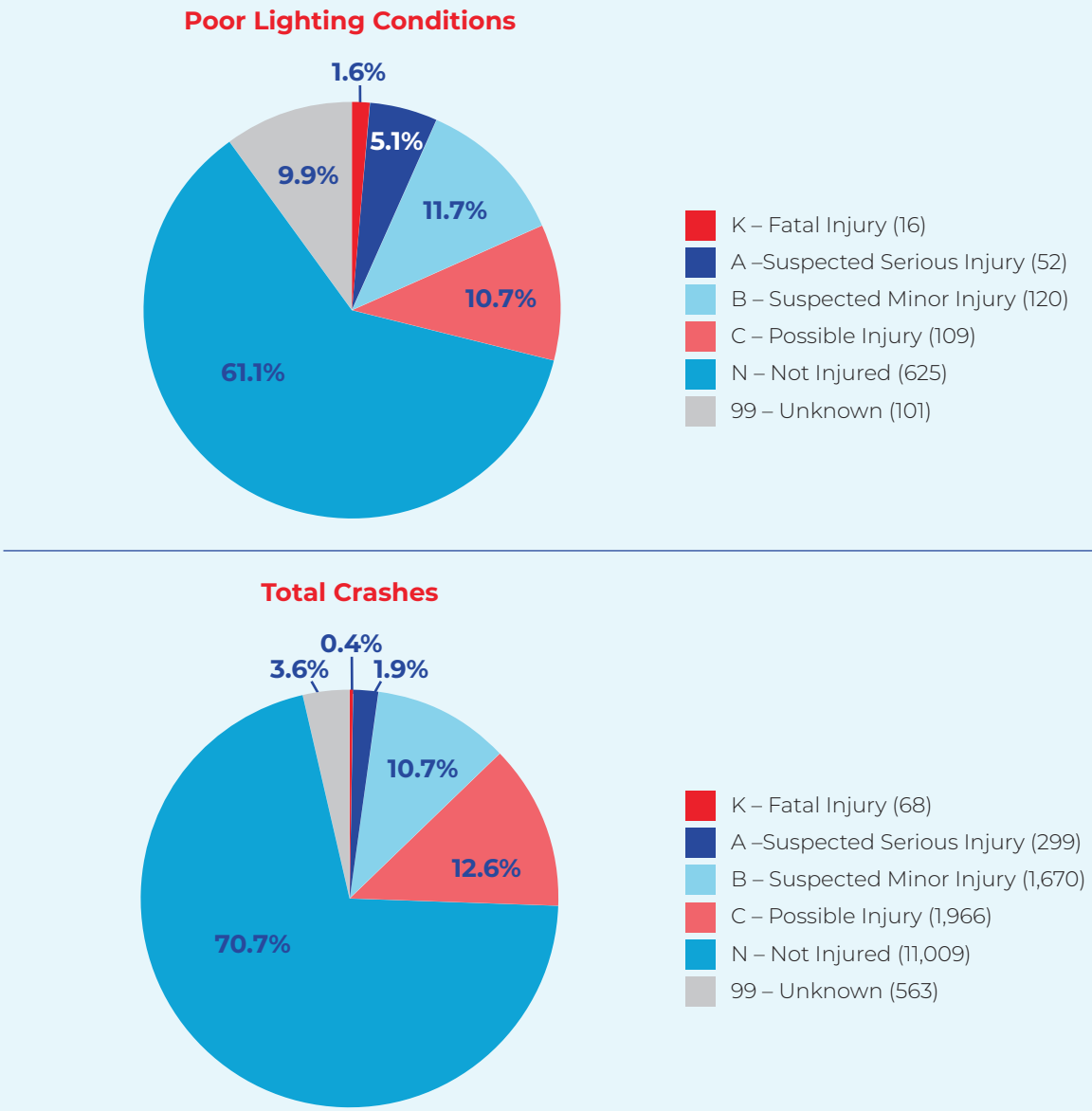
POOR LIGHTING CONDITIONS

Crashes occurring under poor lighting conditions (dark/unlit) carry substantially higher severity risk. **Figure 3.2** shows that Fatal crashes occur at ~4× the overall average rate (~1.6% under dark conditions), and suspected serious injuries are ~2× the overall rate (~5.1%). These crashes represent ~6.6% of all reported crashes (2019–2023).

As illustrated in **Exhibit 3.4**, the crashes are primarily concentrated along IH 35, IH 35E, and IH 35W, which together account for approximately 41% of total crashes.

To mitigate crashes under poor lighting conditions, the City can install additional roadway lighting, upgrade pavement markings to high-contrast and retroreflective materials, install retroreflective backplates on traffic signals, and improve signing and signal visibility. These treatments should be prioritized on corridors that exhibit high KAB counts underscored in this analysis. A further exploration of lighting conditions is conducted in Crash Profiles.

Figure 3.2. Poor Lighting Conditions Crashes V. Total Crashes Severity Comparison

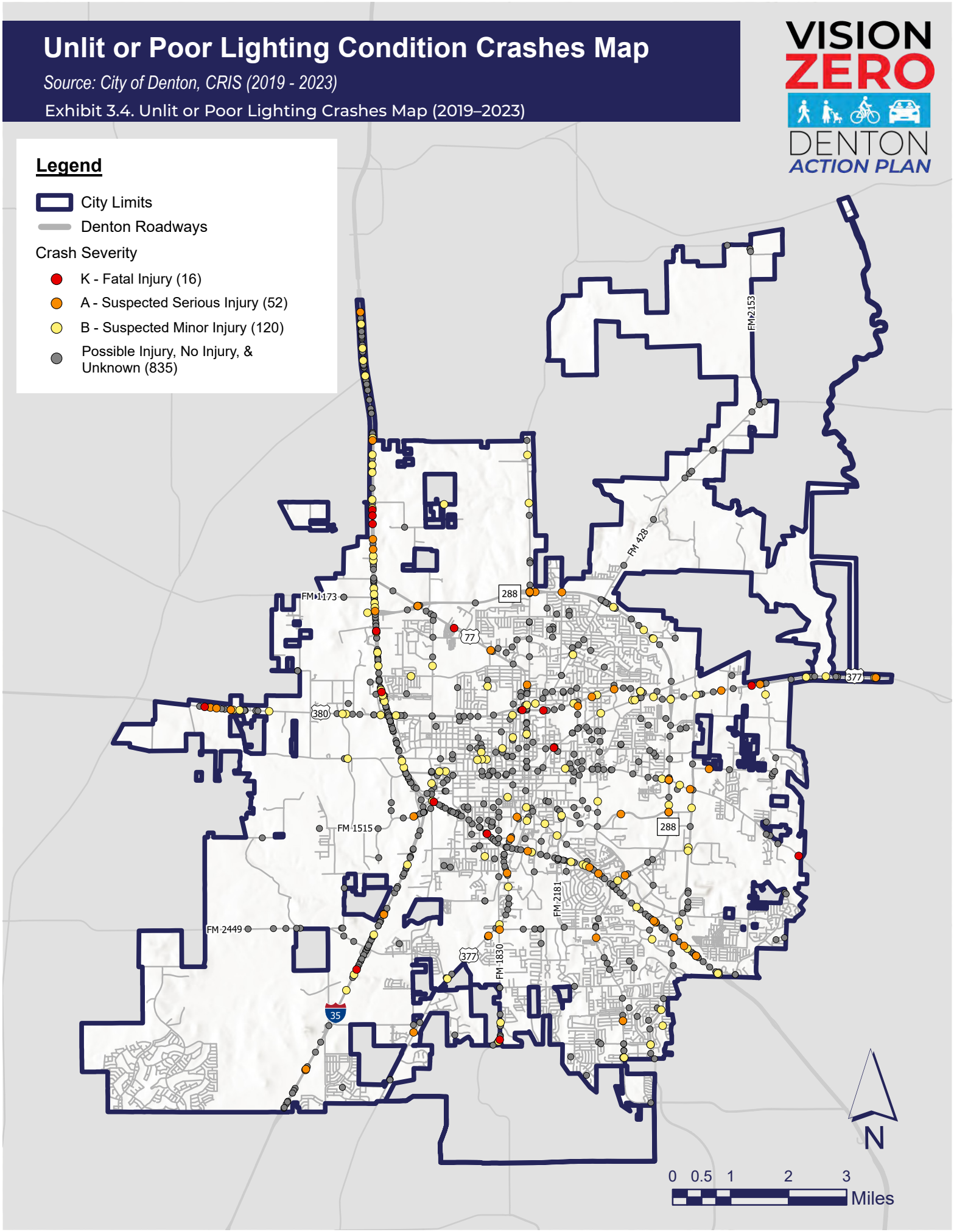


Unlit or Poor Lighting Condition Crashes Map

Source: City of Denton, CRIS (2019 - 2023)

Exhibit 3.4. Unlit or Poor Lighting Crashes Map (2019–2023)

VISION ZERO DENTON ACTION PLAN



DISTRACTED DRIVING

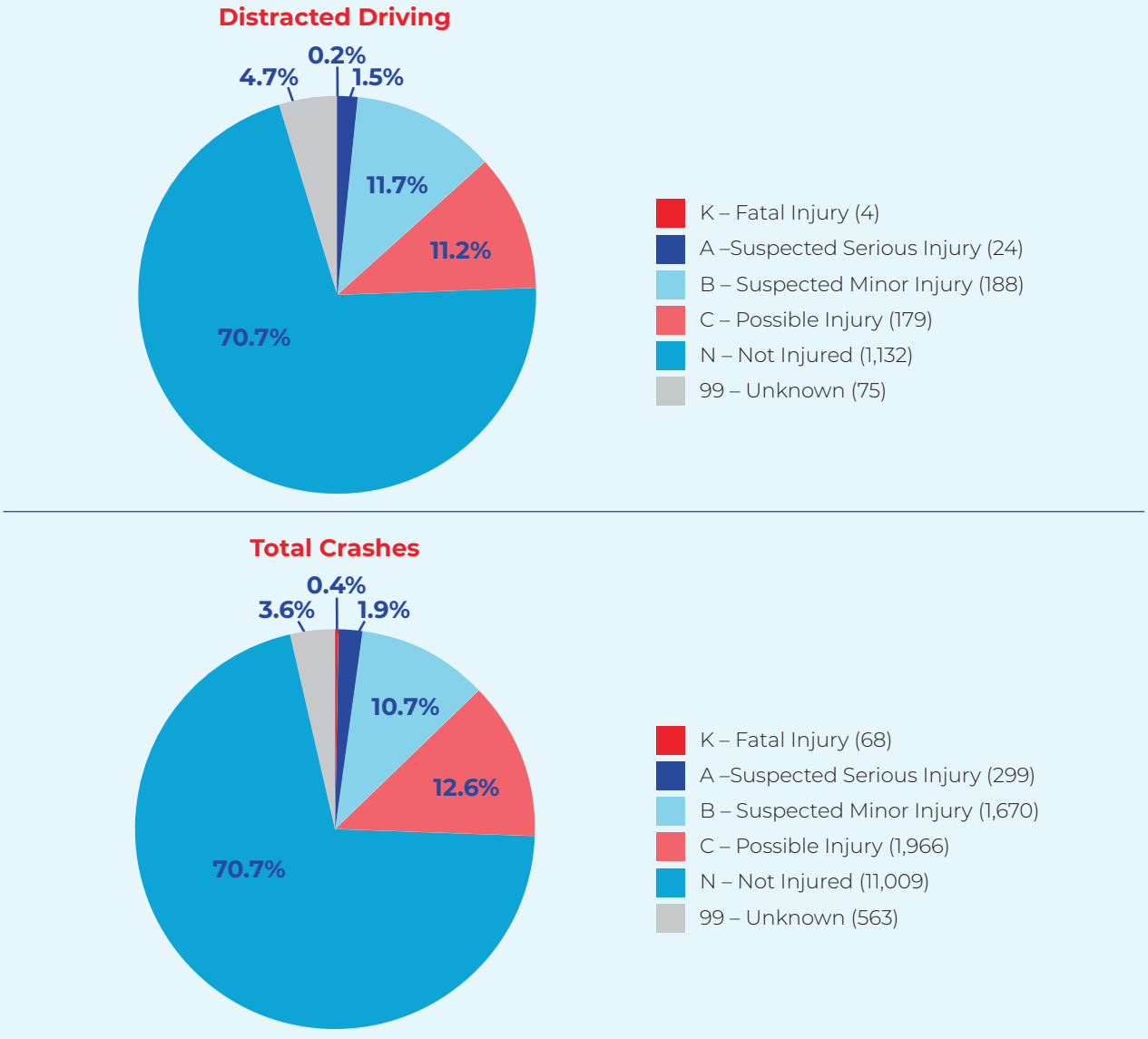
Distracted driving crashes occur when a driver diverts attention away from the primary task of operating a vehicle. Common sources of distraction include the use of mobile devices, eating or drinking, and interactions with passengers or pets. These behaviors reduce driver awareness and increase the likelihood of a crash.

Roughly 10% of reported crashes involved distraction. **Figure 3.3** shows the distracted driving compared to the citywide profile, distracted driving crashes exhibit lower fatal and serious injury rates, but a slightly higher suspected minor injury share (~11.7%).

As illustrated in **Exhibit 3.5** these crashes are most common on major arterials and local streets with frequent turning and access movements.

To reduce crashes associated with distracted driving, the City can implement countermeasures that create visual emphasis and reinforce driver attention at key conflict points. These strategies include rectangular rapid flashing beacons (RRFB), lane designation markings and signs, improving signing and visibility at signals, and dynamic speed feedback signs. Additionally, the Safe System Approach recommends embarking on educational campaigns and promotional materials that alert the public on the severities of distractions.

Figure 3.3. Distracted Driving Crashes V. Total Crashes Severity Comparison

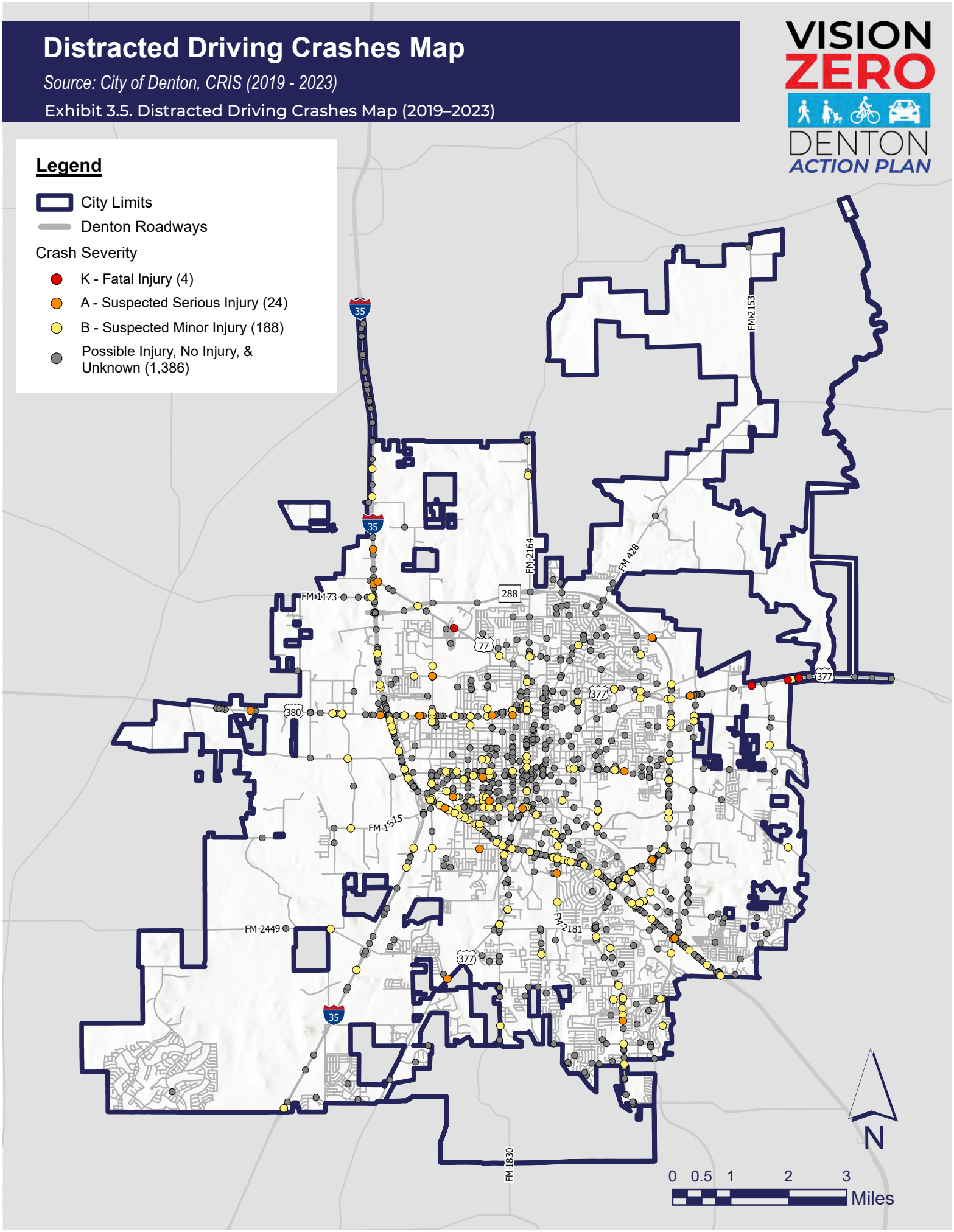


Distracted Driving Crashes Map

Source: City of Denton, CRIS (2019 - 2023)

Exhibit 3.5. Distracted Driving Crashes Map (2019–2023)

VISION ZERO DENTON ACTION PLAN



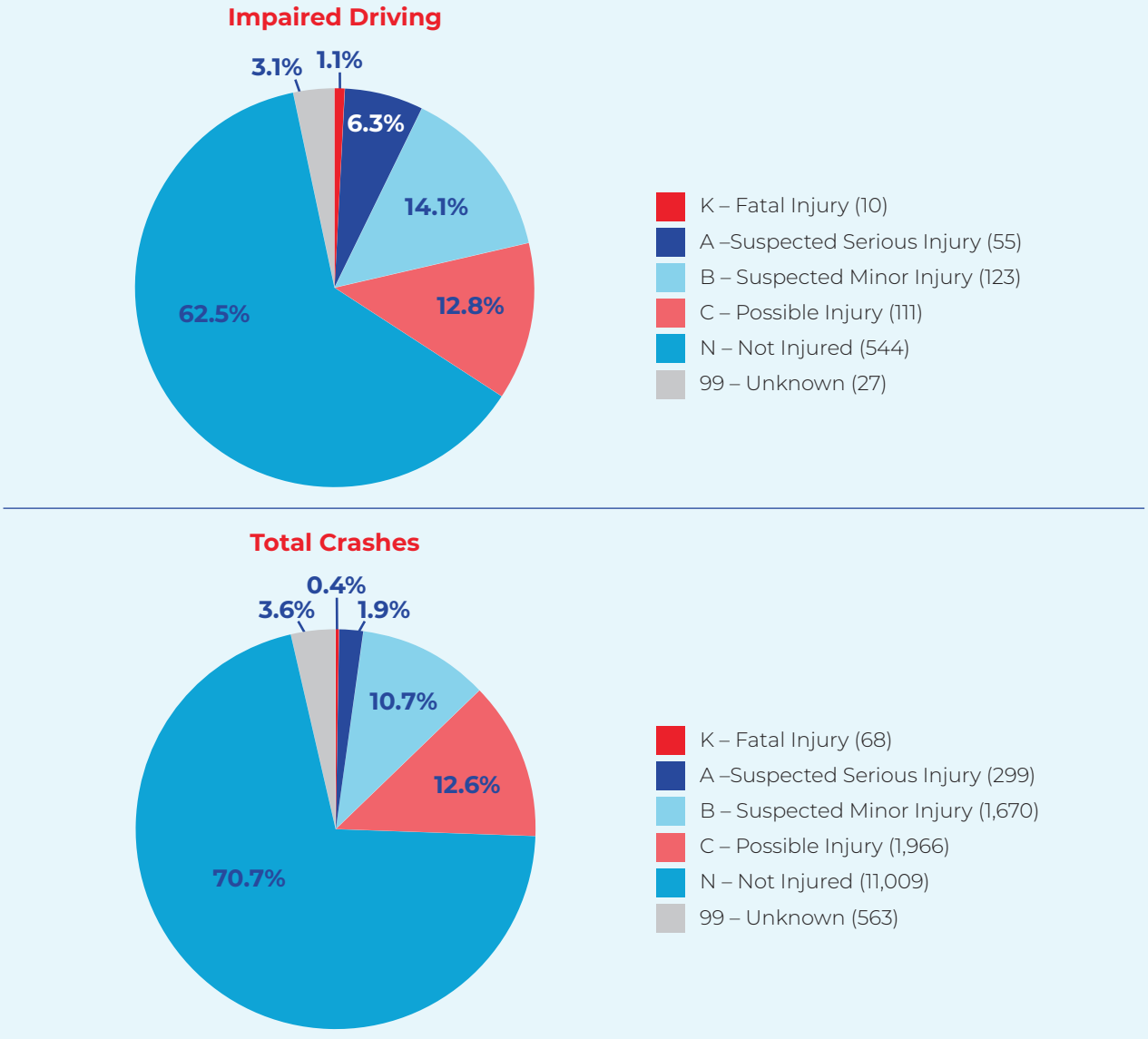
IMPAIRED DRIVING

Impaired driving occurs when a driver operates a vehicle while under the influence of alcohol, drugs, or other substances that creates significant safety risks due to reduce judgment, reaction time, or motor control. Denton recorded 870+ impaired driving crashes (~5.6% of all crashes). The KAB share for impaired driving crashes is ~21.5%, markedly higher than the ~13% KAB share across all crashes, underscoring their elevated severity risk.

As illustrated in **Exhibit 3.6**, impaired driving crashes are distributed throughout the City, with a high concentration in Denton's Urban Core. KAB Crashes are primarily concentrated along major arterial corridors.

To mitigate impaired-driving crashes, the City can implement countermeasures that reduce conflict severity and provide greater separation between roadway users. These measures include installing RRFBs, raised medians and pedestrian refuge islands, and improving signing and visibility at signals. Complementing these infrastructure improvements with targeted, high-visibility enforcement can further discourage impaired driving behavior. With the two major universities sitting in the City of Denton, it is important to also partner with University officials to discourage impaired driving and promote alternative transportation during late hours of the day, especially on weekends. The City can look to partner with the universities to develop these programs.

Figure 3.4. Impaired Crashes V. Total Crashes Severity Comparison

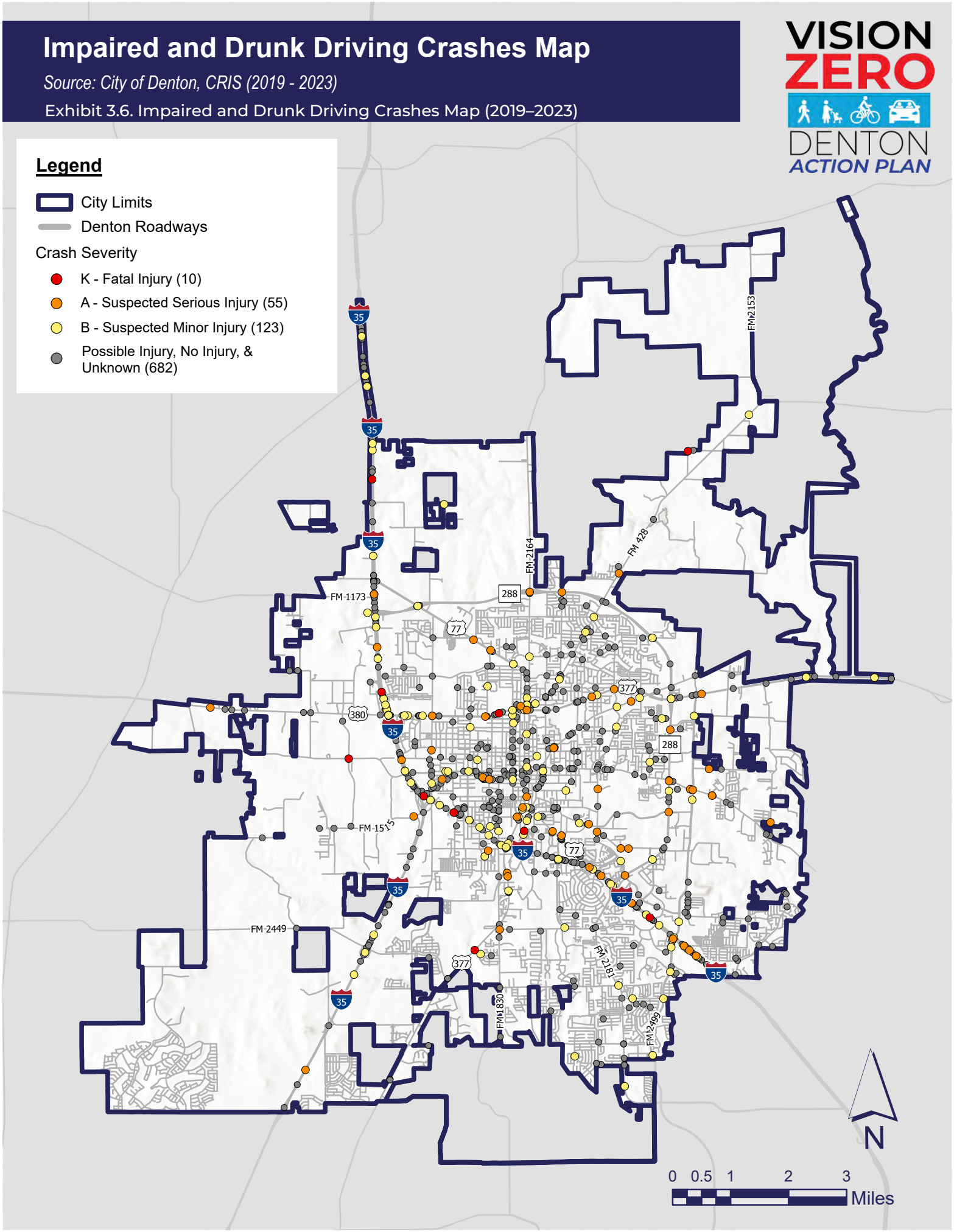


Impaired and Drunk Driving Crashes Map

Source: City of Denton, CRIS (2019 - 2023)

Exhibit 3.6. Impaired and Drunk Driving Crashes Map (2019–2023)

VISION ZERO DENTON ACTION PLAN



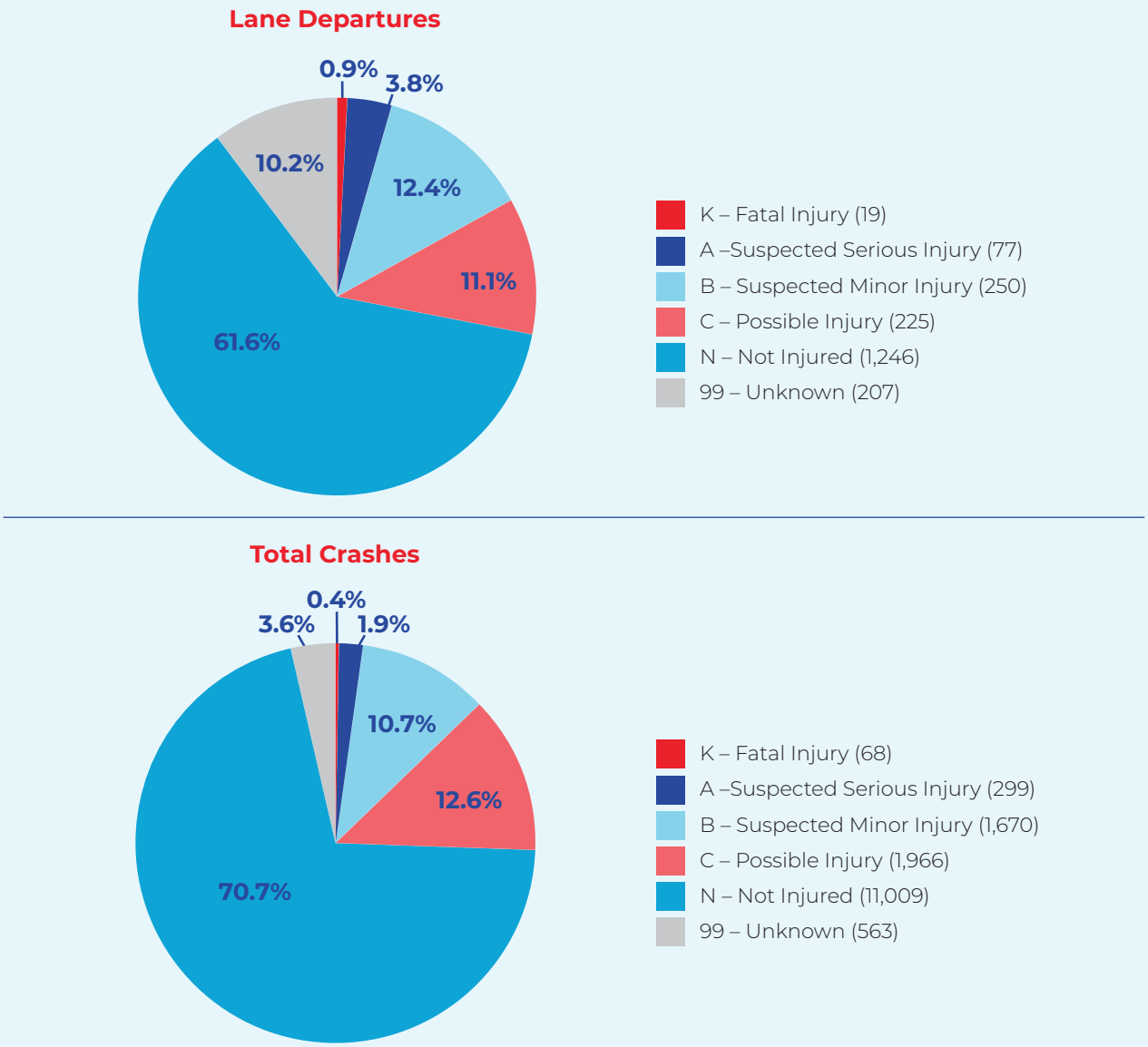
LANE DEPARTURES

Lane departure crashes occur when a vehicle unintentionally leaves its travel lane, resulting in collisions with opposing traffic, adjacent vehicles, or roadside objects. From 2019 to 2023, the City of Denton recorded 2,024 lane departure crashes, representing approximately 13% of all reported crashes. These crashes exhibit higher injury severity than overall crash trends. Fatal crashes accounted for 0.9% of lane departure crashes, nearly double the citywide average. Suspected serious and minor injury crashes accounted for 3.8% and 12.4% of lane departure crashes, both exceeding the overall crash rate.

As illustrated in **Exhibit 3.7**, lane departure crashes occur throughout the City, with the highest concentration of KAB crashes occurring along IH 35 and IH 35E, accounting for 47% of KAB lane departure crashes.

To reduce lane departure crashes, the City can enhance roadway delineation to help drivers maintain proper lane position. Effective countermeasures include wider edge lines and high-contrast lane markings, thereby improving overall lane visibility, particularly under low-light and adverse weather conditions.

Figure 3.5. Lane Departure Crashes V. Total Crashes Severity Comparison

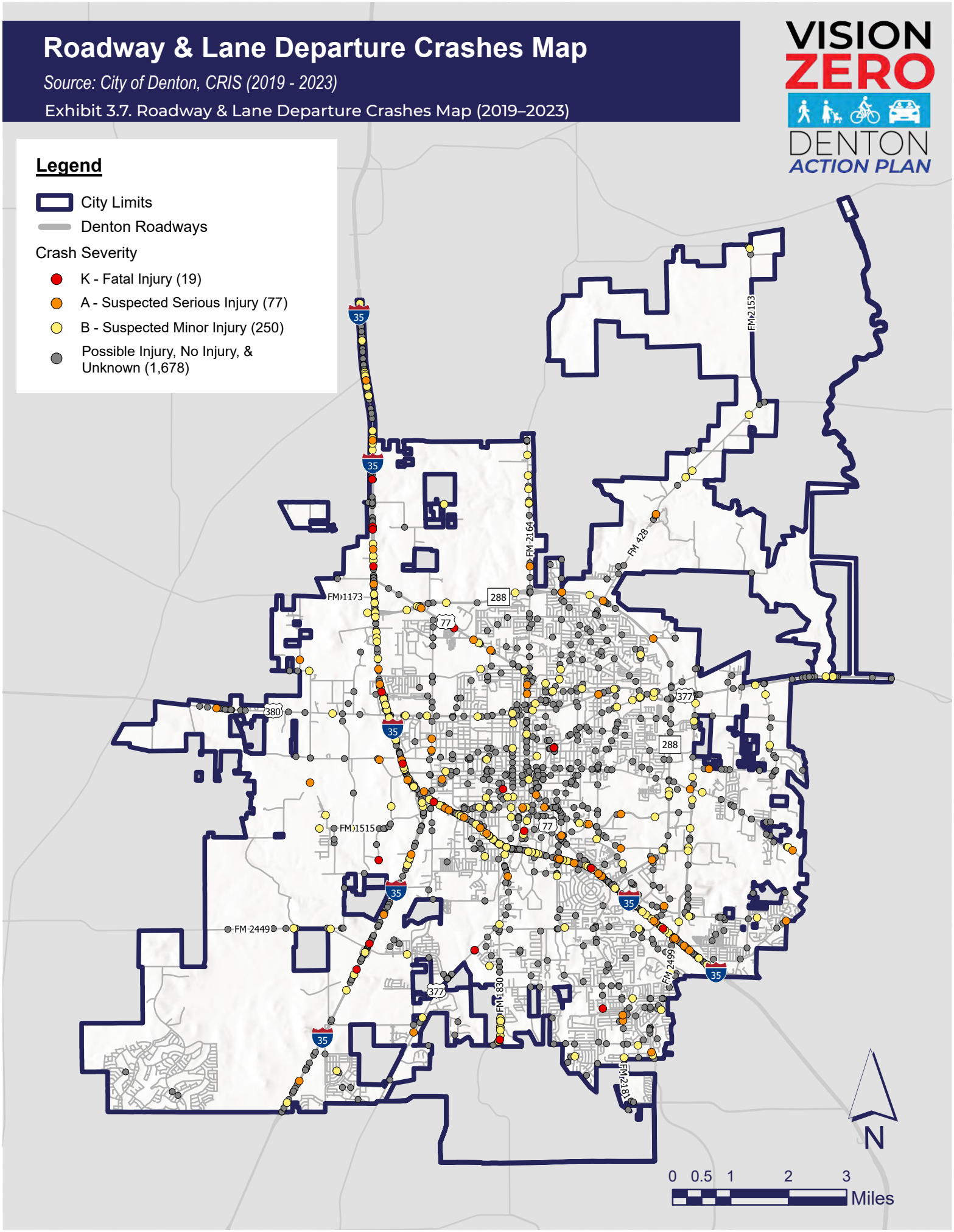


Roadway & Lane Departure Crashes Map

Source: City of Denton, CRIS (2019 - 2023)

Exhibit 3.7. Roadway & Lane Departure Crashes Map (2019–2023)

VISION ZERO DENTON ACTION PLAN



SPEED RELATED

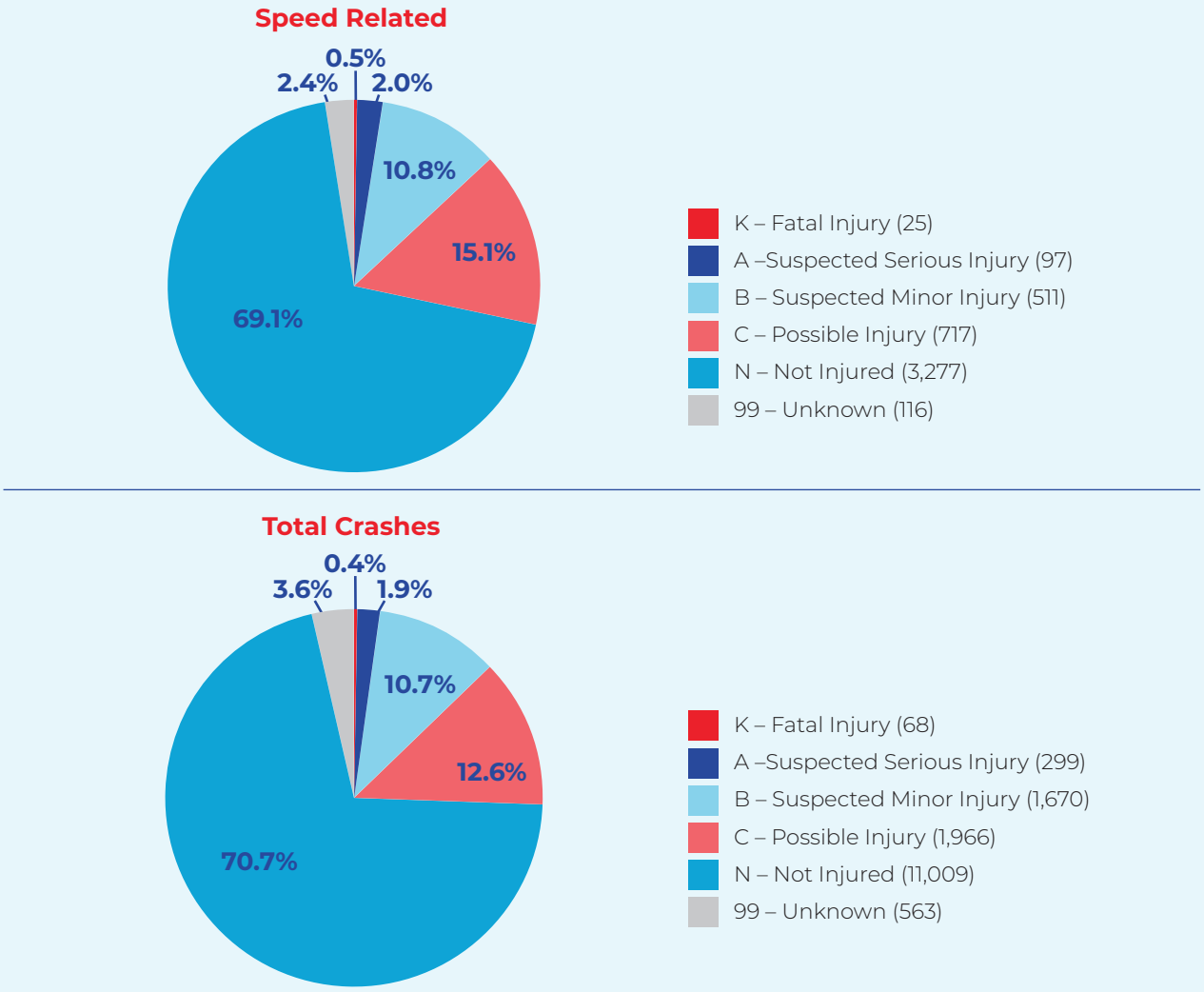
Speed related crashes encompass incidents in which drivers failed to maintain control of their speed, exceeded posted speed limits, or traveled at unsafe speeds. Excessive speed reduces reaction time and increases the likelihood and severity of crashes.

Speed related factors were cited in 4,743 crashes (~30.5%)—the most common contributing factor. Fatal, serious, and minor injury shares are comparable to citywide averages, but possible injury is notably higher (~15.1% vs. ~12.6% overall), indicating a broad burden of lower severity harms associated with speed.

As illustrated in **Exhibit 3.8**, the Highways and arterials account for a significant share of speed related crashes within the City, representing approximately 75% of these incidents.

To manage speeds and reduce crashes, the City can implement traffic calming and speed management countermeasures that encourage consistent, lower operating speeds. These measures include installing dynamic speed feedback signs, constructing raised medians and pedestrian refuge islands, and modifying roadway configurations. Targeted, high-visibility law enforcement can complement these measures and support sustained speed compliance. Given the younger age of drivers and prevalence of high-speed roadways that connect Denton to the greater DFW Region, it is imperative to evaluate posted speeds and designs that encourage lower operating speeds. These treatments should be a high priority for the City, as Speed-Related crashes represent a large share of high-injury crashes in Denton.

Figure 3.6. Speed Related Crashes V. Total Crashes Severity Comparison

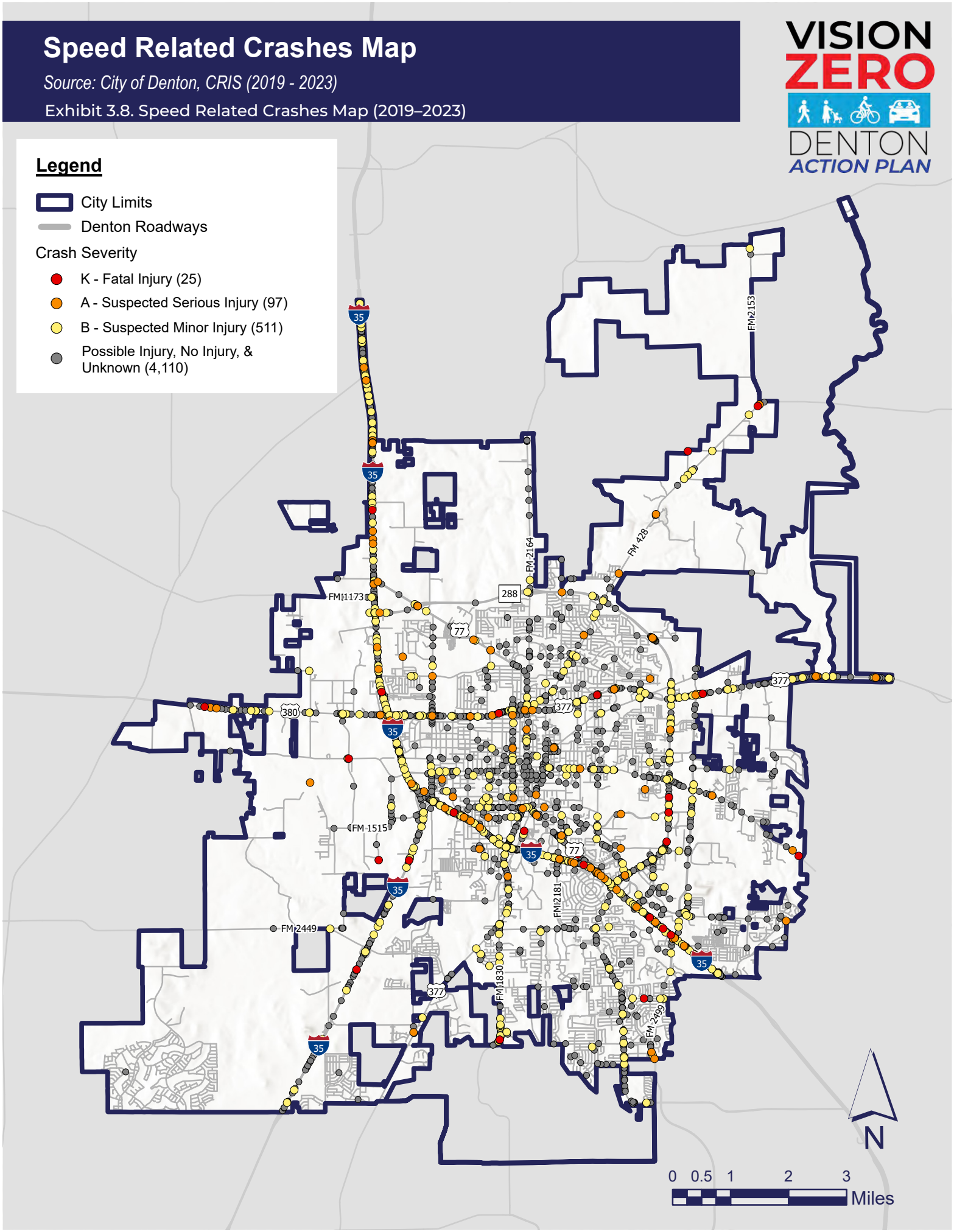


Speed Related Crashes Map

Source: City of Denton, CRIS (2019 - 2023)

Exhibit 3.8. Speed Related Crashes Map (2019–2023)

VISION ZERO DENTON ACTION PLAN



CRITICAL CRASH RATE METHOD

To identify locations with higher than expected severe crash burdens, the analysis applied the Critical Crash Rate methodology described in the Federal Highway Administration (FHWA) Highway Safety Manual (HSM). This approach compares location specific experience to expected performance among functionally similar roadways, controlling for traffic exposure.

This method is aimed at identifying locations that have a higher likelihood of crashes of higher severities and establishing them as priorities for future safety improvements. Overall, critical crash rate analysis is an effective tool for identifying and addressing safety concerns across the nation's roadway network. This approach supports improvements to transportation safety by highlighting roadway segments that experience a higher-than-expected frequency of crashes.

The methodology for calculating critical crash rates is based on comparisons among roadway segments with similar functional classifications and contextual characteristics. The analysis incorporates crash history and traffic volume data for specific roadway segments or intersections over a defined time. By evaluating and comparing critical crash rates across locations, transportation agencies can more effectively identify high-crash areas and prioritize them for further investigation and safety improvements.

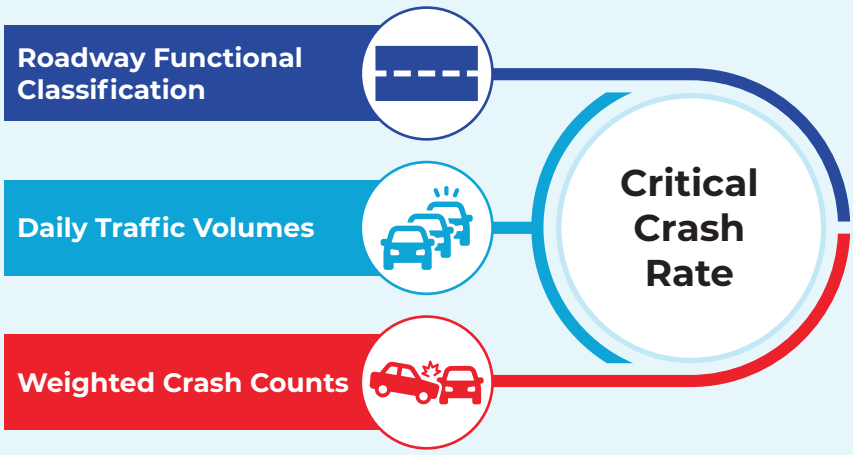
The critical crash rate was calculated for all Denton roadway segments through the development of an ArcGIS Pro model. The model assigns crashes, weighted by the severity of the crash, to an adjacent segment and performs the calculations in the order outlined by the FHWA. The following section describes the process that was used to calculate the critical crash rate, focusing on minor injury, severe injury and fatal crashes from 2019–2023.

CRITICAL CRASH RATE CALCULATION

The critical crash rate is calculated by dividing the number of severe crashes (fatalities and serious injuries) by the average daily traffic volume. This critical rate is then used to highlight areas where these high-injury crashes are occurring at higher frequencies when compared to traffic volumes of roadway segments with the same functional classifications. This calculation results in a rate of crashes per hundred million vehicle miles traveled (HMVMT).

INPUTS

Three primary data inputs are utilized to calculate the critical crash rate for each segment:



WEIGHTING

City of Denton Staff and the Vision Zero Task Force established the importance of focusing on eliminating crashes with the highest severities. To accomplish this, crashes were assigned a specific weighting factor based on their severity. Fatal injury crashes were assigned a factor of 15, severe injury crashes were given a factor of 3, and minor injury crashes were given a base factor of 1. These numbers are roughly influenced by the US Department of Transportation's Value of a Statistical Life (VSL), which assigns a value of how much society pays to reduce mortality risk. This study identified the average societal cost associated with each severity of crashes. Ultimately, City Staff and the VZTF refined these figures based on their assessment of crash severities specific to Denton. In employing this methodology, roadway segments that featured a fatal crash generally exhibited higher crash rates, allowing for those locations to be prioritized in the analysis.

CALCULATE VARIABLES

The parameters used in the critical crash rate analysis were derived using formulas outlined in the FHWA Highway Safety Manual. This metric evaluates roadway safety by measuring the variance between the crash rate observed in the field and the crash rate that would reasonably be anticipated under typical conditions. The observed crash rate reflects the actual number of crashes occurring along each roadway segment, expressed per hundred million vehicle miles traveled (HMVMT).

The expected crash rate, also calculated on an HMVMT basis, adjusts for differences in average daily traffic by functional classification. When applied, the analysis identifies roadway segments where crash occurrences exceed expected levels for facilities with comparable classification, surrounding context, traffic demand, and severity-weighted crash totals.

CALCULATE CRITICAL CRASH RATE RATIO

After all inputs are applied, a comparative ratio is generated to determine whether a roadway segment is experiencing a higher-than-anticipated rate of fatal and serious injury crashes. A ratio exceeding 1.0 indicates that the observed crash frequency surpasses the critical crash threshold, signaling that the segment performs worse than comparable roadways with similar functional classifications and contextual characteristics.

Summary

Observed Rate: severity weighted crashes normalized to exposure (per hundred million vehicle miles traveled—HMVMT).

Expected Rate: rate adjusted for functional class and ADT across comparable facilities.

Critical Crash Rate Ratio (CCRR): Observed ÷ Critical Threshold. Segments with CCRR ≥ 1.0 exceed the threshold and warrant priority review.

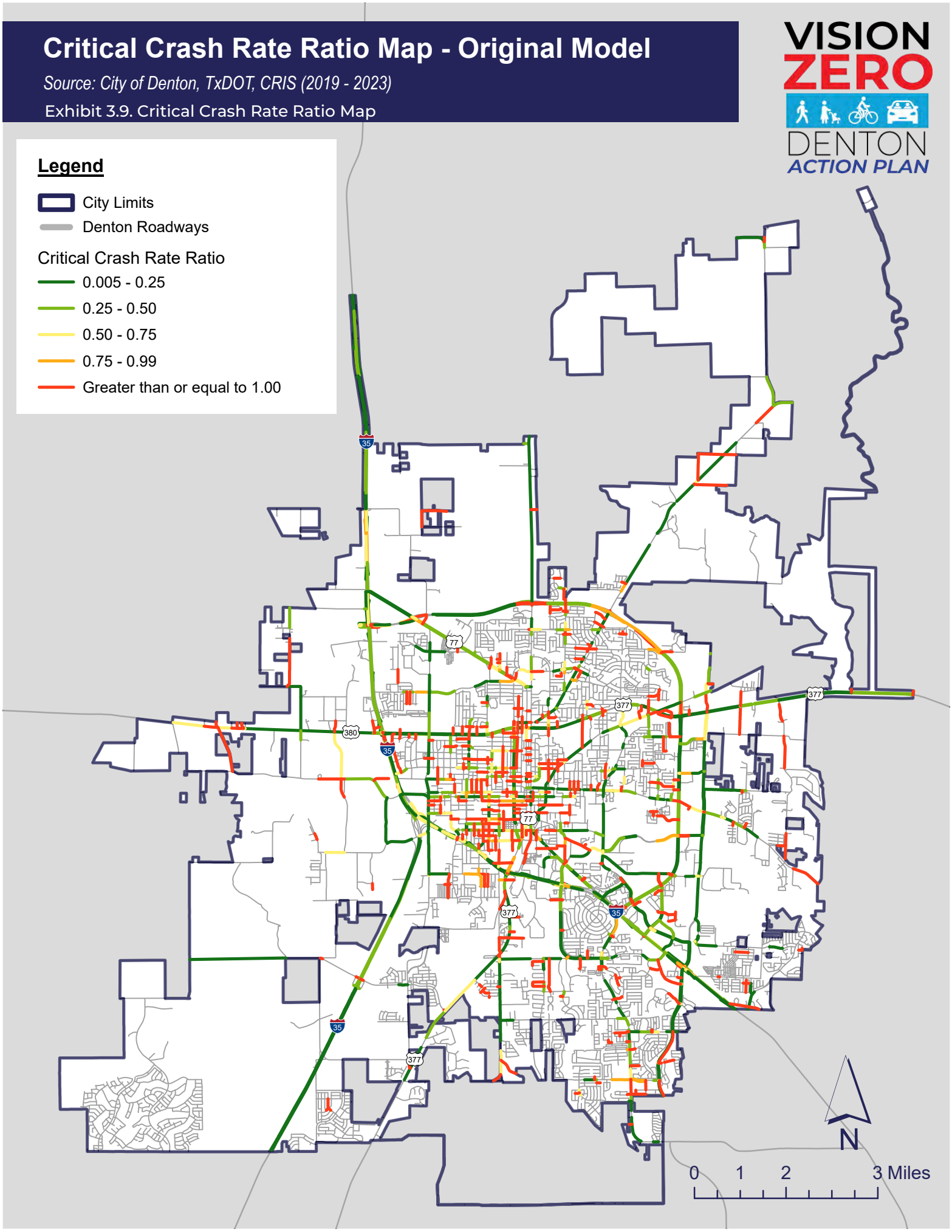
Segments with CCRR ≥ 1.0 (**Exhibit 3.9**) were screened as candidates for the High Injury Network (HIN), then evaluated alongside qualitative context (e.g., speed environment, sight distance, signing/marking quality, intersection design). To avoid false positives, segments showing CCRR ≥ 1.0 with only one crash were excluded unless that crash was a fatality.

Critical Crash Rate Ratio Map - Original Model

Source: City of Denton, TxDOT, CRIS (2019 - 2023)

Exhibit 3.9. Critical Crash Rate Ratio Map

VISION ZERO DENTON ACTION PLAN



HIN DEVELOPMENT & RESULTS

The High-Injury Network (HIN) is characterized by the identification of specific segments or intersections within the City of Denton with a disproportionally high number of traffic fatalities, serious injuries, or minor injuries. Combining the quantitative CCRR screening with structured qualitative review, the City and the Vision Zero Task Force delineated a High Injury Network that captures a disproportionate share of severe harm in a relatively small share of roadway mileage. The intent of the network is to prioritize targeted transportation safety improvements.

The final HIN for the Denton VZAP encompassed just 9.4% of the City's total roadway network, but accounted for 66.9% of all fatal, serious injury, and minor injury crashes and nearly 67% of all fatal crashes. The HIN is illustrated in Exhibit 3.10.

The following steps can be taken to monitor and implement improvements upon the establishment of the HIN:

Prioritize Safety Improvements

Based on the results of the analysis, crash patterns, and established prioritization of safety countermeasures. This could involve implementing engineering measures such as roadway redesign, installing traffic control devices, improving lighting, or enhancing pedestrian and cyclist safety.

Resource Allocation

Use the HIN to allocate resources appropriately based on need and concentration of crash severities. Resources could include funding, staffing, and coordination with key partners and stakeholders.

Implementing and Monitoring Improvements

Deploy and closely monitor the effectiveness of planned safety improvements. It is essential to track crash trends for specified periods after a safety improvement has been implemented. This could localize the effectiveness of specific countermeasures for Denton.

Continuous Review

As new data becomes available via CRIS, continue to evaluate critical crash rates and run the ArcGIS Model on a regular basis. This will ensure the effective allocation of resources and the identification of new high-crash locations for future countermeasure deployments.

To ensure the cleanliness of the model results, any roadway segments that exhibited a ratio greater than 1.0 but only experienced a single crash were removed from consideration to prioritize segments with a greater concentration of crashes. However, if the single crash was a fatality, this rule was omitted, and the segment remained in consideration. The remaining segments with ratios greater than 1.0 were flagged as HIN segment candidates. Gaps between flagged segments were then filled to create more contiguous corridors for targeted recommendations.

Final High Injury Network (HIN)

Source: City of Denton, TxDOT

Exhibit 3.10. Final High Injury Network (HIN)

VISION ZERO DENTON ACTION PLAN

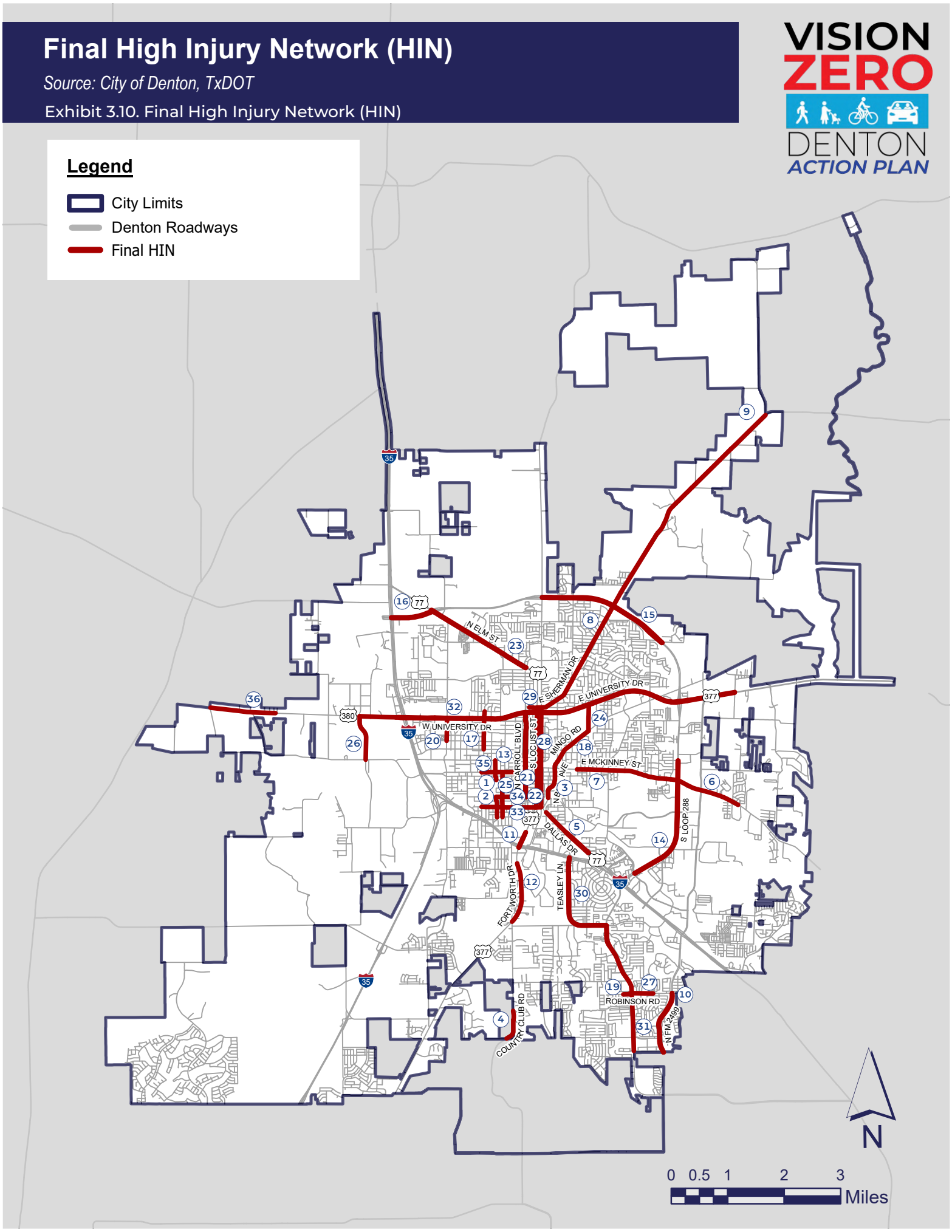


Table 3.7 provides a detailed breakdown of the HIN, consisting of 36 distinct road segments totaling 42.7 miles. Each segment is numerically labeled to correspond directly with the identifiers shown on **Exhibit 3.10** for cross-reference.

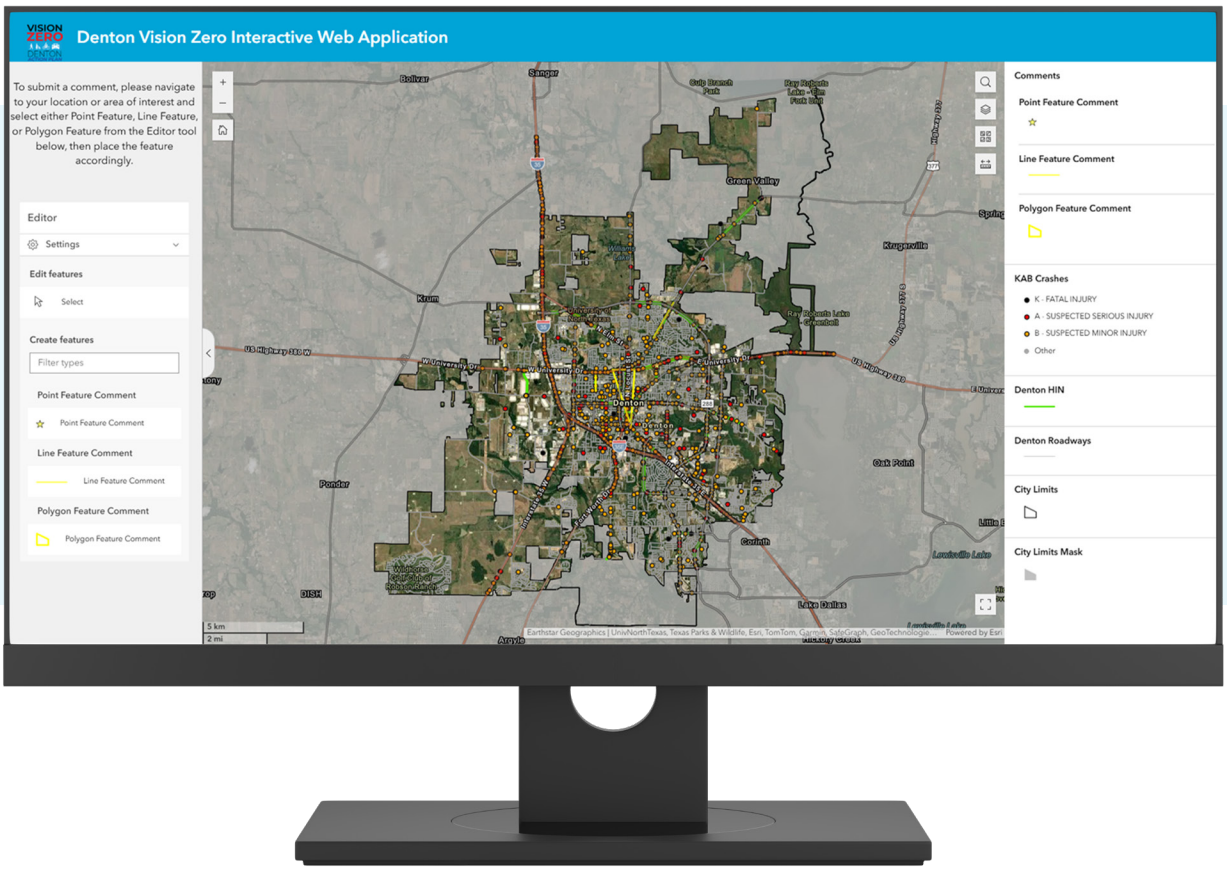
Table 3.7. Denton Vision Zero High Injury Network Segments

#	CORRIDOR NAME	START	END	LENGTH (MI.)
1	Ave A	W Hickory St	Mulberry St	0.1
2	Ave A	W Collins St	W Highland St	0.4
3	Bell Ave	Robertson St	Mingo Rd	0.7
4	Country Club Rd	Brush Creek Rd	Bighorn Pass	0.5
5	Dallas Dr	Rio Grande Blvd	Johnson St	1.6
6	E Mckinney St	Cardinal Dr	S Fork	1.3
7	E Mckinney St	N Bradshaw St	Mack Dr	0.8
8	E Sherman Dr (Inside Loop)	E Windsor Dr	N Loop 288	1.1
9	E. Sherman Dr (Northwest)	Elm Bottom Cir	FM 2153	1.8
10	FM 2499	City Boundary	Robinson Rd	1.1
11	Fort Worth Dr (North)	IH 35 E Interchange	530 ft North of Lindsey St	0.6
12	Fort Worth Dr (South)	Country Club Rd	Roselawn Dr	1.1
13	Fry St	Scripture St	W Hickory St	0.3
14	Loop 288 (East)	Colorado Blvd	Oriole Ln	2.4
15	Loop 288 (North East)	Kings Row	N Locust St	2.4
16	Loop 288 (North West)	IH 35 Interchange	N Elm St	0.8
17	Malone St	Panhandle St	Amherst Dr	0.7
18	Mingo Rd	N Bell Ave	Texas St	0.5
19	Miranda Pl	Colina Ave	Teasley Ave	0.2
20	N Bonnie Brae St	Linden Dr	W University Dr	0.4
21	N Carroll Blvd	W Highland St	W University Dr	1.5
22	N Elm St	Eagle Dr	E Sherman Dr	1.8
23	N Elm St (Northeast)	N Loop 288	W Windsor Dr	2.0
24	N Ruddell St	Mingo Rd	E University Dr	0.5
25	N Welch St	W Collins St	W Oak St	0.8
26	N Western Blvd	Jim Christal Rd	W University Dr	0.8
27	Robinson Rd	Teasley Ave	Bent Tree Lane	0.4
28	S Locust St	Eagle Dr	E Sherman Dr	1.8
29	Sherman Dr	Denison St	N Bell Ave	0.5
30	Teasley Lane (North)	Lillian B Miller Parkway	IH 35 E Interchange	3.5
31	Teasley Lane (South)	Lighthouse Dr	Robinson Rd	1.0
32	University Dr	N Western Blvd	Geesling Rd	6.1
33	W Eagle Dr	Ave C	S Locust St	1.1
34	W Highland St	Ave A	S Carroll Blvd	0.5
35	W Oak St	Jagoe St	Denton St	0.7
36	W University Dr	Private Drive at City Boundary	Cottonwood Ln	1.2
			Total	***42.7***

INTERACTIVE MAP

The HIN Segments were refined by the VZTF through an in-person tabletop exercise that highlighted crash rate ratios for key segments throughout the City. After the exercise, the VZTF had exclusive access to an interactive web map where they could place their comments to refine the HIN and select Study Corridors for further evaluation. VZTF members were able to place point, line, and polygon comments in areas where they believed HIN segments should be considered or removed. A view of the web map is displayed below:

Figure 3.7. Denton Vision Zero Interactive Map



VISION ZERO



DENTON ACTION PLAN

CHAPTER 4

COUNTERMEASURE APPLICATIONS

"The systemic countermeasure toolbox presents a comprehensive set of strategies designed to address common traffic safety concerns across a range of roadway contexts.

SYSTEMIC COUNTERMEASURES

This section of the Vision Zero Action Plan outlines systemic countermeasures that can be implemented citywide to enhance safety beyond the targeted improvements identified for specific study corridors. Implementation should prioritize roadways and intersections within the High Injury Network, where crash history indicates the most significant potential for safety benefits and where improvements can contribute to a safer, more connected transportation network.

The systemic countermeasure toolbox presents a comprehensive set of strategies designed to address common traffic safety concerns across a range of roadway contexts. The toolbox provides the City with flexible options to improve safety performance and support consistent application of proven safety treatments throughout the transportation system. Each countermeasure included in the toolbox is associated with a Crash Modification Factor (CMF). A CMF represents the expected change in crash frequency resulting from the implementation of a specific countermeasure. These values are sourced from the Crash Modification Factors Clearinghouse, a national resource that compiles and evaluates safety research, supporting the use of reliable data to inform safety decision-making.

Table 4.1. Systemic Countermeasures

COUNTERMEASURES	CMF
Raised Medians and Pedestrian Refuge Island	0.29
Rectangular Rapid Flashing Beacons (RRFB)	0.31
Bike Lanes	0.435
Roadway Reconfiguration	0.53
Curb Extensions	0.58
Roundabout	0.59
Sidewalks	0.598
Lane Designation Markings and Signs	0.8
Improving Signing and Visibility at Signals	0.81
Mid-Block Crosswalk	0.82
High Contrast Lane Markings	0.84
Retro-Reflective Backplates	0.85
Dynamic Speed Feedback Signs	0.95
Wider Edge Lines	0.97

Source: Crash Modification Factors Clearinghouse

RAISED MEDIANS AND PEDESTRIAN REFUGE ISLAND

What is it?

A physical separation between opposing traffic that can include landscaped or hardscaped medians. Refuge islands provide a protected space for pedestrians to cross one direction of traffic at a time.

Where does it work?

- Multilane arterials with high speeds or high volumes
- Long pedestrian crossing distances
- Locations with mid-block crossings or high turning-movement conflicts
- Transit corridors and school zones

Other considerations

- Coordinate median openings with access management
- Maintain clear pedestrian paths and ADA-compliant refuge widths
- Pair with lighting and high-visibility crosswalks
- Can reduce vehicular capacity if not designed with turning needs in mind

Figure 4.1. Raised Medians and Pedestrian Refuge Island Example



Source: Adobe Stock

RECTANGULAR RAPID FLASHING BEACONS (RRFB)

What is it?

A pedestrian-activated warning device that uses high-intensity, rapid flashing lights to alert drivers to people crossing at unsignalized locations.

Where does it work?

- Unsignalized crossings with moderate traffic volumes
- Mid-block or stop-controlled intersections
- Areas with documented yielding challenges
- Transit stops, multi-use trail crossings, schools, and downtown districts

Other considerations

- Requires MUTCD compliance and site warrants
- Works best with advance yield lines and daytime/nighttime lighting
- Avoid installation too close to signals where driver expectation may conflict

Figure 4.2. RRFB Example



Source: Kimley-Horn

BIKE LANES

What is it?

Dedicated roadway space for bicyclists defined by pavement markings and signage, with optional buffers or physical separation.

Where does it work?

- Collectors and arterials with adequate width
- Corridors with existing or planned bicycle demand
- Connections between parks, schools, transit, and activity centers

Other considerations

- Higher-speed roads may require buffers or physical protection
- Maintain continuity through intersections and driveways
- Consider green conflict markings at turn lanes

Figure 4.3. Bike Lane Example



Source: Adobe Stock

ROADWAY CONFIGURATION

What is it?

A reallocation of roadway space that reduces four undivided lanes to two through-lanes plus a center left-turn lane, often freeing space for bike lanes, parking, or pedestrian improvements.

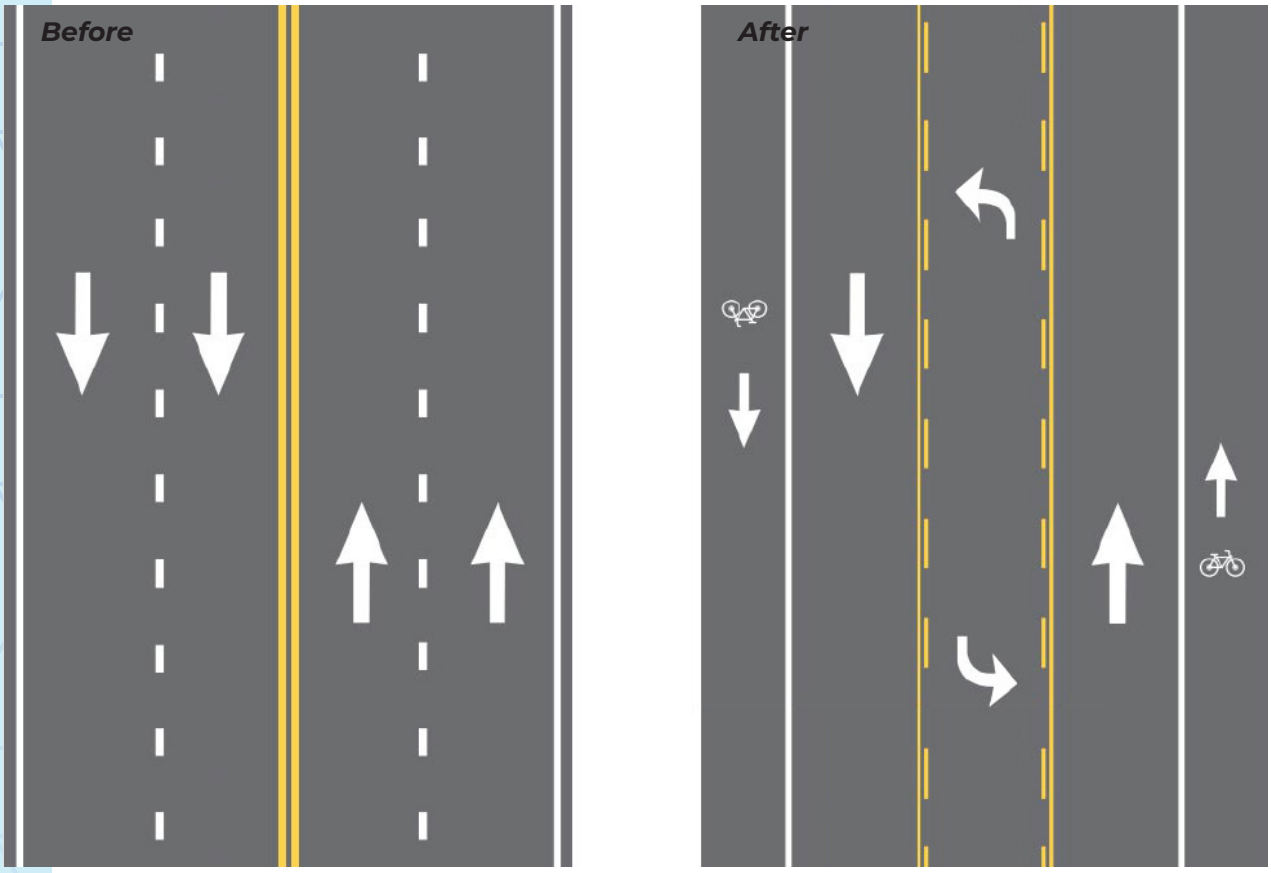
Where does it work?

- Corridors with ADT typically ≤ 12,000 vpd
- Streets with crash patterns tied to left-turn or sideswipe conflicts
- Urban corridors needing speed reduction and multimodal space

Other considerations

- Requires turning-movement and queue analysis at signals
- Evaluate bus stops, access points, and freight needs
- Great candidate for quick-build pilots

Figure 4.4. Roadway Configuration Example



Source: Federal Highway Administration

CURB EXTENSIONS

What is it?

Extensions of the curb into the parking or shoulder space to shorten crossing distance and improve pedestrian visibility.

Where does it work?

- Signalized and unsignalized intersections
- Downtowns, school areas, and commercial corridors
- Streets with on-street parking

Other considerations

- Ensure drainage flow is maintained
- Check turning paths for trucks, buses, and emergency vehicles
- Works best when paired with high-visibility crosswalks.

Figure 4.5. Curb Extensions Example



Source: pedbikeimages.org | Dan Burden

ROUNDABOUTS (RAB)

What is it?

A circular intersection design that reduces conflict points and lowers speeds by requiring entering vehicles to yield to circulating traffic.

Where does it work?

- High-crash intersections
- Areas with angle or left-turn crash patterns
- Locations where queues can be managed without signal timing

Other considerations

- Provide splitter islands and clear pedestrian crossings
- Design truck aprons for large vehicles
- Effective lighting is critical for nighttime safety

Figure 4.6. RAB Example



Source: Adobe Stock

SIDEWALKS

What is it?

Designated pedestrian facilities separated from the roadway, providing continuous and accessible space for walking.

Where does it work?

- Everywhere pedestrians are present or expected
- School zones, transit corridors, civic spaces, and mixed-use areas
- Streets with safety issues tied to walking along the roadway edge

Other considerations

- Maintain ADA compliance and continuous connectivity
- Integrate with curb ramps, lighting, and landscape zones
- Prioritize gaps near schools, transit, and parks

Figure 4.7. Sidewalk Example



Source: Adobe Stock

LANE DESIGNATION MARKINGS AND SIGNS

What is it?

Pavement markings and signage that clarify lane use, reduce driver confusion, and assist with navigation through complex intersections.

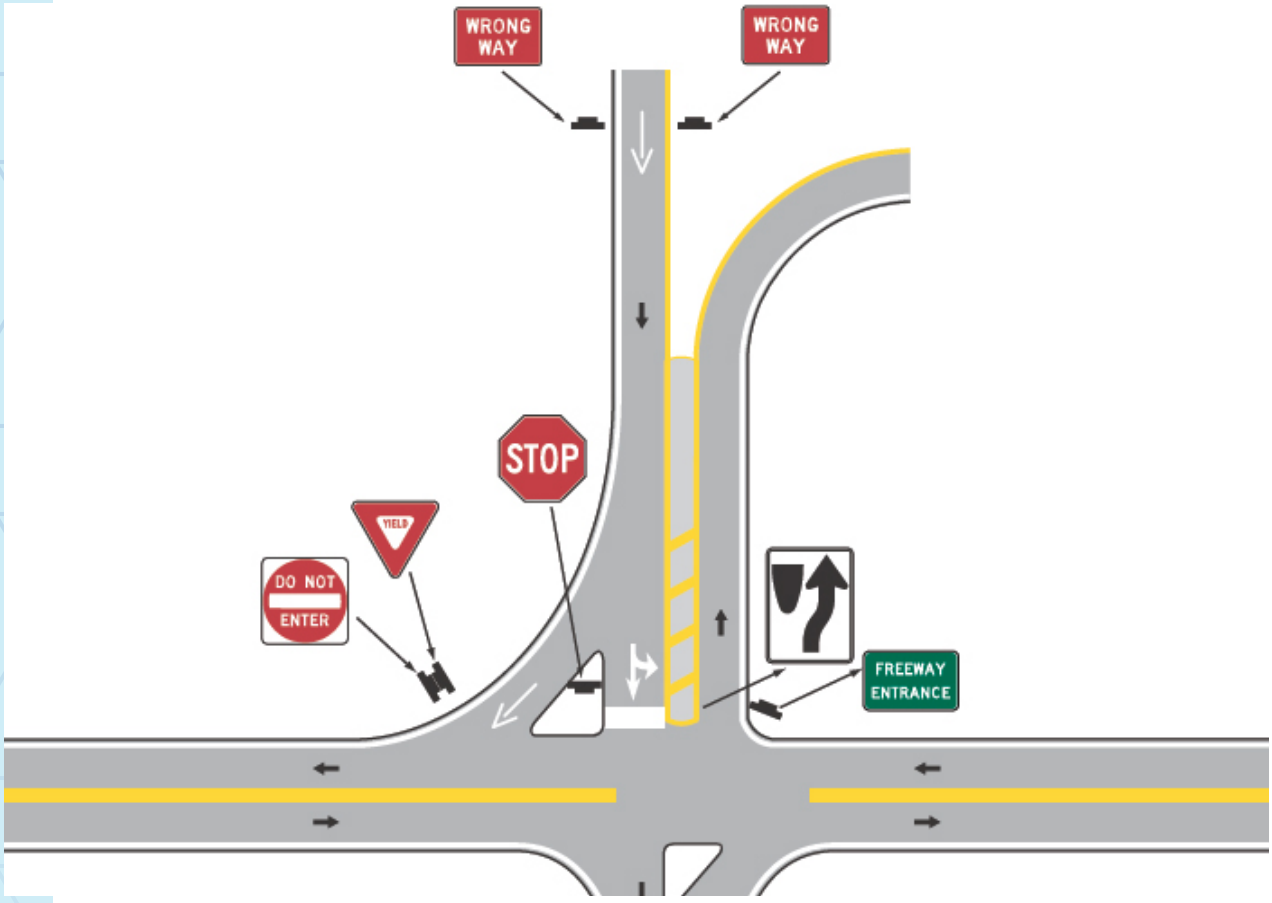
Where does it work?

- Multi-leg intersections
- Locations with weaving, merging, or turn-lane confusion
- Streets with high driveway density

Other considerations

- Maintain retroreflectivity
- Use advance guide signs on high-speed approaches
- Reassess sign clutter to avoid information overload

Figure 4.8. Lane Designation Markings and Signs Example



Source: Federal Highway Administration

IMPROVING SIGNING AND VISIBILITY AT SIGNALS

What is it?

Enhancements such as high-visibility crosswalks, upgraded signal heads, improved lighting, or reconfigured stop bars to increase driver awareness.

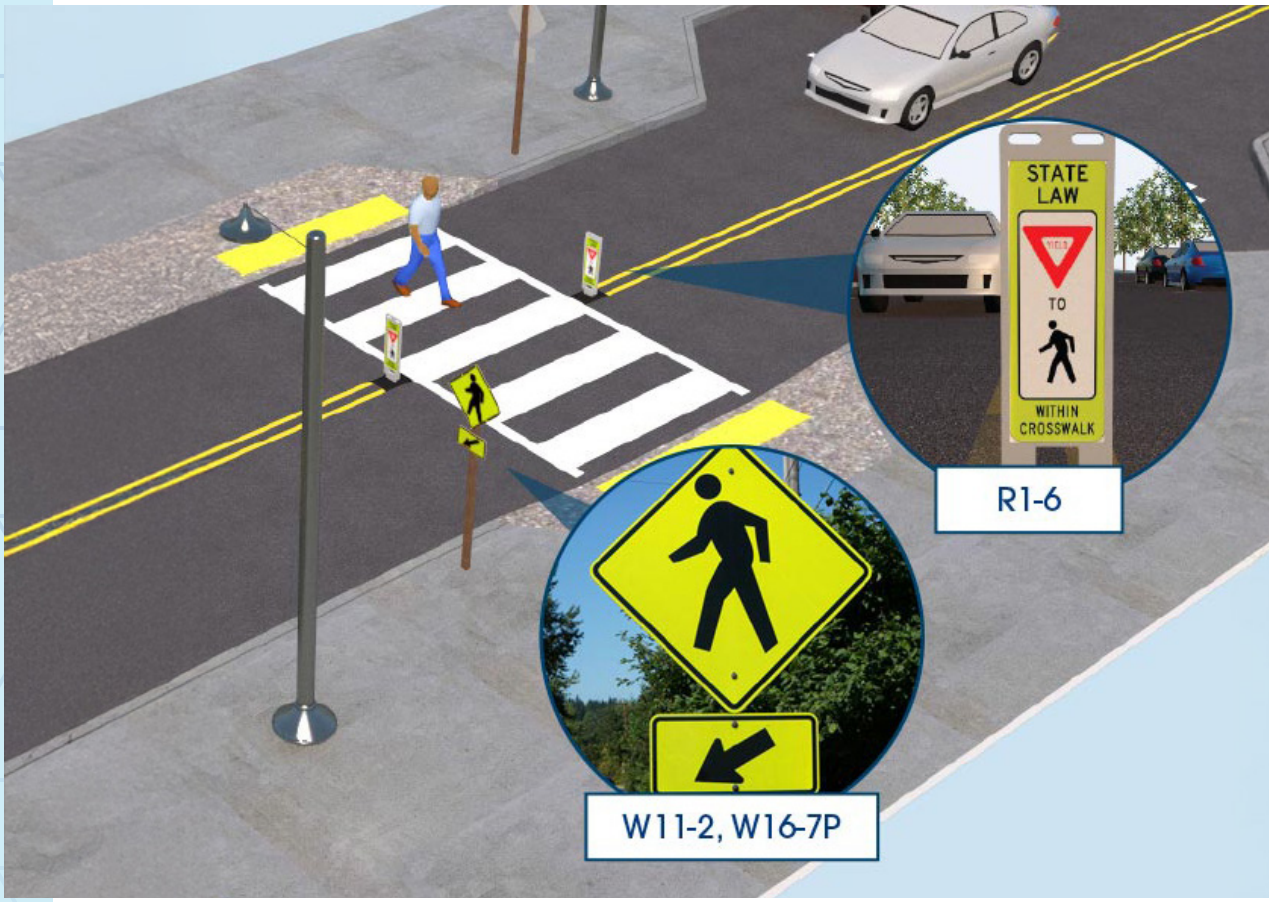
Where does it work?

- Signalized intersections
- High nighttime crash locations
- Multi-lane or skewed intersections

Other considerations

- Use thermoplastic or durable inlay materials
- Coordinate with lighting upgrades
- Evaluate mast-arm placement for visibility

Figure 4.9. Improving Signing and Visibility at Signals Example



Source: Federal Highway Administration

MID-BLOCK CROSSWALK

What is it?

Crossings placed between intersections to support direct pedestrian desire lines.

Where does it work?

- Long block lengths
- Transit stops and trails
- Downtowns and campus areas

Other considerations

- Always evaluate sight distance
- Pair with refuge islands, RRFBs, or signals as warranted
- Lighting is essential for nighttime safety

Figure 4.10. Mid-Block Crosswalk Example



Source: Adobe Stock

HIGH CONTRAST LANE MARKINGS

What is it?

Markings with colored or bordered contrast to improve visibility against light-colored pavement.

Where does it work?

- High-speed roads with lane departure issues
- Corridors with concrete or light asphalt pavement
- Areas with poor visibility during rain or nighttime

Other considerations

- Consider wet-reflective materials
- Maintain uniformity along corridor
- Coordinate with future resurfacing plans

Figure 4.11. High Contrast Lane Markings Example



Source: Federal Highway Administration

RETRO-REFLECTIVE BACKPLATES

What is it?

Traffic signal backplates with reflective borders that improve signal visibility during day, night, and power outages.

Where does it work?

- Signalized intersections with visual clutter
- Corridors with nighttime crash histories
- Wide or high-speed approaches

Other considerations

- Standardize citywide for consistency
- Maintain reflective material to avoid degradation
- Simple, low-cost, high-impact measure

Figure 4.12. Retro-Reflective Backplates Example



Source: Adobe Stock

DYNAMIC SPEED FEEDBACK SIGNS

What is it?

Radar-triggered signs that display a driver's real-time speed to encourage compliance.

Where does it work?

- School zones
- Transitions between high- and low-speed areas
- Corridors with documented speeding issues

Other considerations

- Works best paired with enforcement or calming measures
- Requires power supply and regular calibration
- Effective as part of a broader speed management program

Figure 4.13. Dynamic Speed Feedback Sign Example



Source: Adobe Stock

WIDER EDGE LINES

What is it?

Pavement edge lines increased from 4 inches to 6 inches to improve lane boundary visibility.

Where does it work?

- Rural roads
- Curves and segments with nighttime crashes
- Locations with narrow shoulders

Other considerations

- Combine with shoulder rumble strips where appropriate
- Evaluate roadside obstacles/clear zones
- Improves visibility in fog, rain, and low-light conditions

Figure 4.14. Wider Edge Line Example



Source: Adobe Stock

STUDY CORRIDORS

The systemic countermeasures toolbox was developed with the goal of applying it to the six road segments within the High-Injury Network (HIN) to help reduce crashes. These segments were selected as study corridors in coordination with City staff and the Vision Zero Task Force (VZTF). Crash reports were analyzed to characterize existing conditions and identify crash patterns and locations. This assessment established a baseline understanding of safety performance along the corridors. Collectively, the six corridors span approximately 10 miles and experienced 298 KAB crashes, as summarized in **Table 4.2**.

Table 4.2. Study Corridors

	LIMITS				CRASHES					
STUDY CORRIDOR	ORIGIN	ENDING	LENGTH (MI.)	FUNCTIONAL CLASS	K	A	B	TOTAL KABS	PEAK VOLUME	PEAK CRITICAL CRASH RATE
W University Dr	N Bonnie Brae	Old North Rd	3.7	Primary Arterial	4	22	107	133	31,453	3.13
N Carroll Blvd	380	W Highland St	1.5	Primary Arterial	1	3	53	39	28,998	3.23
E Sherman Dr	N Bell Ave	E Windsor Dr	0.7	–	0	0	0	0	0	0.00
Dallas Dr	Johnson	Rio Grande	1	Primary Arterial	2	3	26	31	26,716	3.16
Malone St	380	Panhandle	0.7	Collector	0	2	8	10	30,979	2.81
E McKinney St	Audra	Loop 288	2.1	Primary Arterial	0	6	27	33	33,667	3.37
		Totals	***10.06***		***7***	***39***	***252***	***298***		

Selected Study Corridors

Source: City of Denton, TxDOT

Exhibit 4.1. Selected Study Corridors

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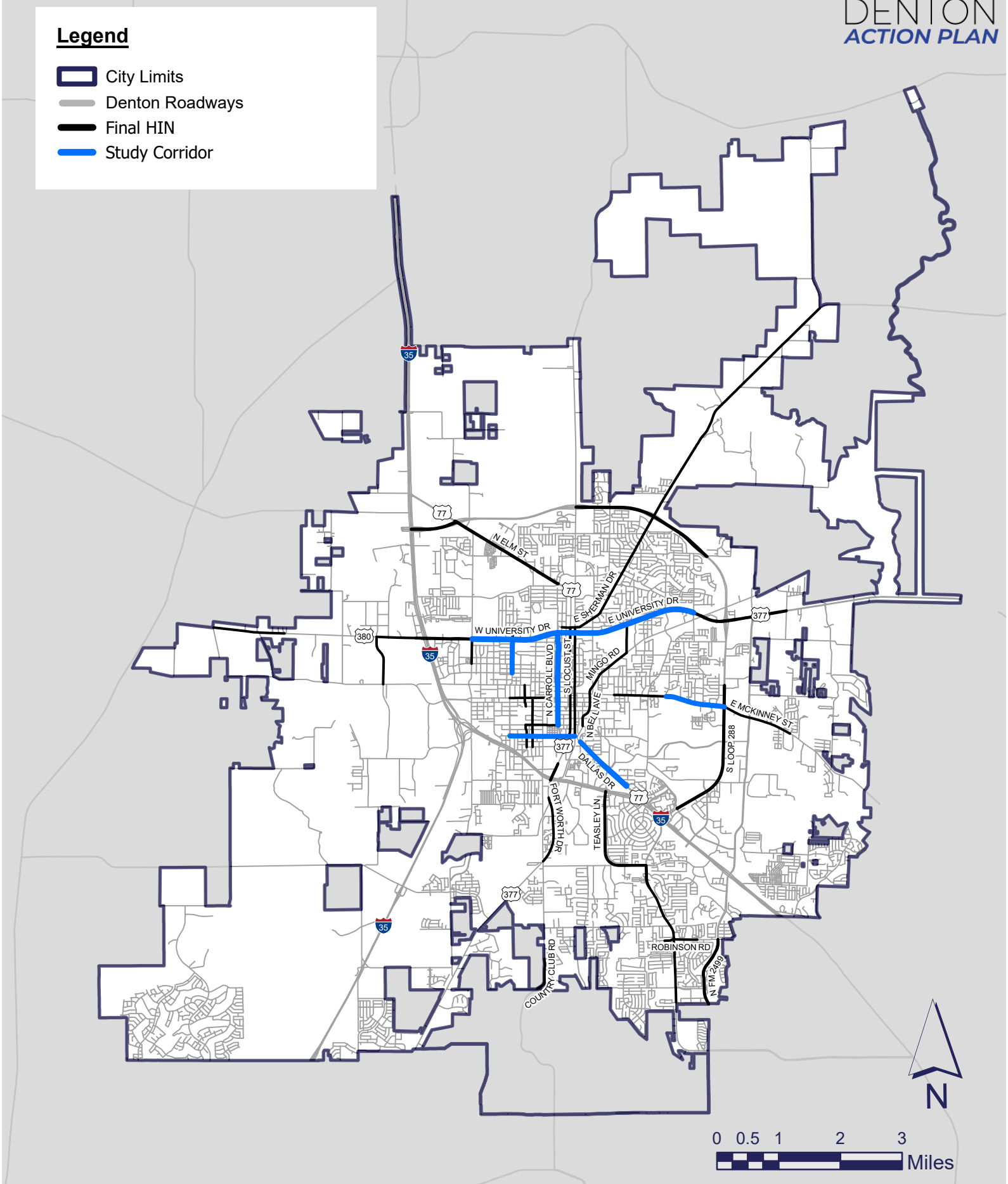


VISION ZERO



DENTON ACTION PLAN

CHAPTER 5

IMPLEMENTING THE VISION

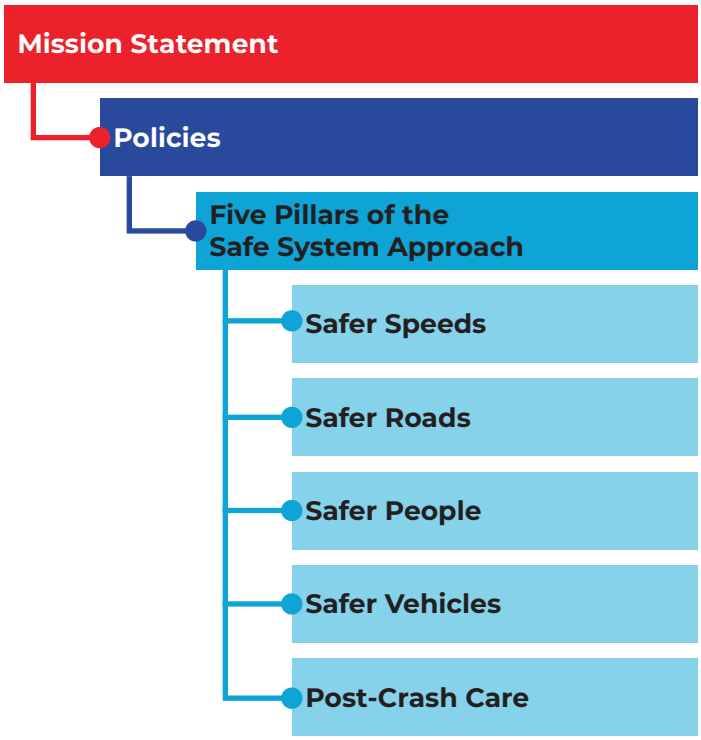
"The Implementation Program offers a 5–10 year roadmap grounded in the Safe System Approach, aligned with emphasis areas, and supported by the mission and guiding principles established by the Vision Zero Task Force.

IMPLEMENTATION PROGRAM

This chapter translates the Vision Zero Action Plan's analytical findings and community priorities into a set of actionable, trackable, and implementable strategies for the City of Denton. While **Chapters 3** and **4** identify where and why severe crashes occur—and the types of countermeasures that can address them—this chapter provides the framework for execution, spanning policy, programs, partnerships, and project delivery.

The Implementation Program offers a 5–10 year roadmap grounded in the Safe System Approach, aligned with SS4A emphasis areas, and supported by the mission and guiding principles established by the Vision Zero Task Force. Actions are designed to be achievable, scalable, and adaptable as Denton grows and conditions evolve.

The recommended actions are intended to realize the vision established by the community throughout this process. The Implementation Action Matrix is displayed in a tabular form, beginning on page 61. Policies are organized by the Five Pillars of the Safe System Approach, each stemming from the foundational Mission Statement. There are a total of 43 actions in the Matrix, organized by the overall vision framework described on the following page.

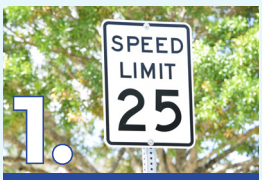


MISSION STATEMENT

As described in **Chapter 2**, the mission statement sets a clear and aspirational direction for improving roadway safety across the City. It guides the recommendations in the VZAP and is grounded in the principles of the Safe System Approach, ensuring that all implementation efforts align with this shared goal.

"Our mission is to create a safe, accessible, and sustainable multimodal future for all Denton road users. Through data, community engagement, and innovation, we aim to eliminate fatalities and serious injuries, ensuring a network that protects and serves everyone."





1. Safer Speeds



2. Safer Roads



3. Safer People



4. Safer Vehicles



5. Post-Crash Care

FIVE PILLARS OF THE SAFE SYSTEM APPROACH

The five pillars serve as the framework for organizing the action matrix. Each action is grouped under a pillar based on its topic. Together, these policies and actions support the goals of the Safe System Approach and provide clear guidance for improving safety.

IMPLEMENTATION PROGRAM COMPONENTS

EMPHASIS AREA

Relevant Texas SHSP Emphasis Areas associated with each action, these include:

- **Impaired Driving**
- **Distracted Driving**
- **Roadway & Lane Departures**
- **Intersection Safety**
- **Occupant Protection**
- **Speed Related**
- **Vulnerable Road Users**
- **Post-Crash Care**

TIMEFRAME

For every strategy, each action provides an estimated timeframe for implementation. The estimate timeframe for implementation allows for better decision making and allocation of funding to complete the action plan strategies and actions in a timely manner. This is broken out between the following:

Short (<2 Years)	Medium (2–5 Years)	Long (5+ Years)	Ongoing
This action is a top priority and can be a "quick win" for Vision Zero.	This action may take more time but can be accomplished before the next VZAP update.	This action will require many years but will have significant impact when complete.	This action does not have a specified time frame and should be executed on a continuous basis.

PARTNERS

In many instances, collaboration with partner organizations, entities, or stakeholders is crucial for the successful implementation of the recommended actions. These partners play a vital role by contributing resources, expertise, and support to achieve the Plan's goals. The following list identifies internal and external partners that could aid in the implementation process, though it is not exhaustive:

Internal Teams:

- City Council
- Transportation Services
- Planning & Development Services
- Streets, CIP, and Engineering
- Police Department
- EMS/Fire
- Parks & Recreation

External Partners:

- TxDOT
- Denton County
- DCTA
- UNT and TWU
- Community advocacy and safety groups
- Neighborhood leadership and local organizations
- National nonprofits and safety researchers

FUNDING

Funding and its source are an important step in implementing the action plan. The matrix also provides information about whether the action can be accomplished through three different funding sources:

- Existing Funds
- Reallocation of Funds
- Alternative Funding Source

ACTION MATRIX

The Matrix provides detailed information for each action:

- **Action description**
- **Emphasis area(s)**
- **Timeframe**
- **Responsible partners**
- **Funding pathway**

These components make the Implementation Program transparent, trackable, and easy to integrate into departmental work plans.

The full Matrix includes 43 actions, organized by pillar and aligned with the Mission Statement. Each action is designed to:

- **Reduce severe crash risk**
- **Improve multimodal safety**
- **Advance behavioral, operational, and engineering solutions**
- **Build toward a citywide culture of safety**



SAFER SPEEDS

Slower vehicle speeds reduce crash impact forces, increase driver reaction time, and improve awareness of surrounding conditions. Managing speeds is crucial to protecting all roadway users, particularly those who are most vulnerable. Achieving safer operating speeds requires the application of equitable strategies, including the establishment of appropriate speed limits, roadway design practices, and supportive ordinances and policies.

Table 5.1. Actions for Safer Speeds

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
★	Develop speed limit setting standards that reduce reliance on the 85th percentile measure.	» Speed Related » Vulnerable Road Users	Medium (2–5 Years)	TxDOT, Streets
	Expand the existing Street Tree Ordinance to contribute to Traffic Calming and the City's existing beautification efforts.	» Speed Related » Intersection Safety » Vulnerable Road Users	Medium (2–5 Years)	Streets, Parks & Recreation, Development Services
★	Implement the construction of solid barriers to separate transportation modes, prioritizing roadway segments where speed differentials are high.	» Speed Related » Roadway & Lane Departures » Vulnerable Road Users	Long (5< Years)	CIP, Streets, Development Services, Planning, TxDOT, Private Sector

★ *Indicates a priority project*

Table 5.1. Actions for Safer Speeds (Continued)

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
	Adding raised crosswalks and speed humps where appropriate to promote safer speeds through vertical deflection.	» Speed Related » Vulnerable Road Users	Long (5< Years)	City Council, CIP, Streets, Development Services
	Develop an access management plan and adopt access management standards that prevent crashes such as driveway consolidation, driveway closures near intersections, and medians.	» Occupant Protection » Speed Related » Vulnerable Road Users » Intersection Safety » Roadway & Lane Departures	Long (5< Years)	TxDOT, Streets, CIP, Private Sector, Planning
	Develop a speed management program that monitors speed related crashes across the City to determine targeted traffic calming and enforcement locations.	» Speed Related » Vulnerable Road Users	Long (5< Years)	Denton PD, Development Services



SAFER ROADS

Safe roads employ design and operational strategies that reduce the likelihood of crashes and limit the severity of injuries when crashes occur. These strategies protect the human body by managing conflict points and controlling crash forces. Designers can prevent crashes by separating roadway users traveling at different speeds or in opposing directions through physical space, timing, or both.

Table 5.2. Actions for Safer Roads

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
	Coordinate with local and state roadway authorities to begin implementing safety measures that incorporate universal street design, prioritizing future and existing projects in areas with a higher percentage of vulnerable populations.	» Vulnerable Road Users » Intersection Related	Ongoing	TxDOT, Streets, Development Services
	Support innovative construction and reimagined designs of existing intersections in the City in such a manner that makes travel across the City more accessible, comfortable, and intuitive, while also balancing appropriate spacing for each roadway use to accommodate a wide variety of travel modes.	» Intersection Related	Ongoing	TxDOT, Streets, Development Services
	Update the Street Design Manual to standardize a context-sensitive approach, with respect to the design of new and reconstructed roadways based on surrounding land uses.	» Intersection Safety » Speed Related	Ongoing	Streets, TxDOT, Development Services, Planning
	Prioritize the improvement of pedestrian facilities in residential areas in and around the downtown's vicinity.	» Vulnerable Road Users » Roadway & Lane Departures » Intersection Safety	Ongoing	Streets, CIP, Development Services, Planning
★	Prioritize the implementation of quick-build projects, such as bike lanes, road narrowing, curb extensions, high-visibility crosswalks, stop bar alignment improvements, and speed limit reductions, utilizing temporary materials, such as plastic bollards, flexible bollards, planters, textured paint, high-visibility paint, CMS boards, or other materials.	» Speed Related » Vulnerable Road Users	Short (<2 Years)	Transportation Services, Streets, CIP, Planning
	Develop crosswalk guidelines to aid in selecting locations and treatments for mid-block crossings.	» Vulnerable Road Users	Medium (2–5 Years)	Transportation Services, Streets, CIP

★ *Indicates a priority project*

Table 5.2. Actions for Safer Roads (Continued)

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
	Revise subdivision regulations to include access management tactics for safety, updating connectivity standards to improve street connectivity, including right-of-way for bicycle and trail facilities as well as revising the fee-in-lieu-of system for sidewalk variances granted by the Mobility Committee.	» Vulnerable Road Users	Medium (2–5 Years)	Development Services, Streets, CIP
	Identify and prioritize construction-ready safety projects to enhance roadway infrastructure and address critical safety concerns.	» Vulnerable Road Users » Intersection Safety » Distracted Driving » Impaired Driving » Roadway & Lane Departures	Medium (2–5 Years)	Streets, Mobility Committee, CIP, Planning
	Update the ADA Transition Plan to determine progress and identify new priorities to ensure compliance.	» Vulnerable Road Users » Intersection Related	Medium (2–5 Years)	City Council, Streets, EMS/Fire
	Develop a Safe Routes to School Plan focused on enhancing safety, accessibility, and connectivity for students commuting to and from school.	» Vulnerable Road Users » Intersection Related	Medium (2–5 Years)	City Council, Mobility Committee, Streets, EMS/Fire
	Implement roadway design features that prevent parking with 20–25 feet of an intersection (daylighting)	» Intersection Safety » Vulnerable Road Users	Medium (2–5 Years)	Streets, Planning, Development Services, TxDOT, CIP
★	Update intersection design and operations guidelines to incorporate a context sensitive approach for enhancing vulnerable road user safety.	» Intersection Related » Vulnerable Road Users	Long (5< Years)	Streets, Development Services, CIP, Planning, Denton PD
	Implement the construction of raised crosswalks in high-traffic or school zone areas to improve the visibility of micromobility modes of transportation and slow down vehicle speeds.	» Vulnerable Road Users » Speed Related	Long (5< Years)	Development Services, Streets, CIP
	Implement roadway reconfigurations at new traffic signal locations as an alternative to constructing additional turn lanes.	» Intersection Related	Long (5< Years)	Streets, CIP, Development Services, Planning, Denton PD
	Implement Access Management techniques on major corridors to reduce conflict points near commercial driveways.	» Roadway & Lane Departures » Vulnerable Road Users » Distracted Driving » Speed Related	Long (5< Years)	Streets, TxDOT, Planning
	Implement roadway design that would improve lighting at nighttime, particularly emphasizing lighting structures built for a pedestrian-sized context.	» Vulnerable Road Users » Intersection Safety » Distracted Driving » Impaired Driving » Roadway & Lane Departures	Long (5< Years)	Streets, CIP, Planning
	Develop and implement targeted improvements for the three corridors identified through the NCTCOG RSA Study Process to address safety and mobility challenges effectively.	» Vulnerable Road Users » Intersection Safety » Distracted Driving » Impaired Driving » Roadway & Lane Departures	Long (5< Years)	Streets, Mobility Committee, CIP, Planning



SAFER PEOPLE

Within the Safe System Approach, all roadway users, including pedestrians, bicyclists, drivers, and transit users, receive equal consideration. The approach prioritizes the safety of all users over vehicle throughput, recognizing that the transportation system should accommodate a range of travel modes. At the same time, all users share responsibility for operating within the conditions established by system designers and operators. Education and enforcement play a crucial role in promoting safe behavior and encouraging compliance.

Table 5.3. Actions for Safer People

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
★	Support community partners and schools in an effort to provide the highest quality driver, youth, and older adult training focused on safety and crash prevention.	» Roadway & Lane Departures » Impaired Driving » Occupant Protection » Speed Related » Vulnerable Road Users » Intersection Safety	Ongoing	Denton PD, Denton ISD, UNT, TWU, NCTC
	Engage in a regular auditing process of Denton's recent long-range planning efforts to evaluate how well the City is integrating recommendations from the plans into the VZAP Implementation process	» Vulnerable Road Users » Intersection Safety » Speed Related	Ongoing	Development Services, CIP, Planning, Parks & Recreation, DCTA
	Support the state in implementing regulatory measures that will strengthen the rigor of the driver's license testing	» Occupant Protection » Intersection Safety » Roadway & Lane Departures » Impaired Driving » Distracted Driving	Ongoing	Denton PD, TxDOT, Healthy Communities Coalition
	Improve paratransit services in Denton through new technologies that make requesting and scheduling a ride more intuitive and less costly	» Vulnerable Road Users	Ongoing	DCTA, City Council, Development Services, Planning

★ *Indicates a priority project*

Table 5.3. Actions for Safer People (Continued)

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
	Expand micromobility options that would reduce the reliance on driving to get to establishments that serve alcohol, particularly during peak hours on weekends.	» Impaired Driving	Short (<2 Years)	City Council, DCTA, Development Services
	Develop a process that would support the installation of midblock crosswalks at targeted locations with high pedestrian traffic.	» Vulnerable Road Users	Medium (2–5 Years)	Transportation Services, Streets, Development Services, City Council
	Enhance visibility of intersection enhancements through artistic treatments and the installation of low-cost bollards	» Intersection Safety » Vulnerable Road Users	Medium (2–5 Years)	City Council, Streets, Planning, Development Services
★	Enhance pedestrian infrastructure near schools, senior centers, and healthcare facilities through targeted safety improvements that focus on populations of vulnerable ages.	» Vulnerable Road Users » Intersection Safety	Long (5< Years)	City Council, Denton ISD, AARP, DCHD
	Evaluate the current pedestrian and bike network to assess its relative ease for the most vulnerable populations to navigate the system	» Vulnerable Road Users	Long (5< Years)	Streets, CIP, Planning, TxDOT



SAFER VEHICLES

The Safer Vehicles pillar can present challenges at the local level, as vehicle manufacturing standards and regulations are established mainly at the federal level. However, local actions continue to play a crucial role in advancing vehicle safety and supporting broader safety goals. Safety features built into vehicles protect people both inside and outside the vehicle by helping prevent crashes and reducing the severity of injuries when crashes occur.

Vehicle safety technologies include active systems that help prevent crashes, such as autonomous emergency braking, lane departure alerts, and blind spot monitoring. While vehicle manufacturers serve as primary stakeholders in advancing vehicle safety, individuals, employers, and organizations also influence outcomes through vehicle purchasing decisions and operational practices that prioritize safety features. The actions supporting the Safer Vehicles pillar range from promoting the use of emerging safety technologies to supporting policies and programs that enhance the protection of vehicle and roadway users.

Table 5.4. Actions for Safer Vehicles

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
★	Support the proposed rules by the National Highway and Transportation Administration that advance the Federal Motor Vehicle Safety Standards related to occupant and all-party survival in crashes including blind spot and back-up cameras, lane departure, driver visibility, speed limiters, pedestrian head survival, and other emerging technologies.	» Roadway & Lane Departures	Ongoing	TxDOT
	Develop procurement strategies that include multimodal alternatives to the fleet of municipal vehicles as well as specifying minimum safety requirements	» Occupant Protection	Short (<2 Years)	City Council, EMS/Fire, Denton PD, Streets

★ *Indicates a priority project*

Table 5.4. Actions for Safer Vehicles (Continued)

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
	Encourage micromobility users to be fitted with a flag or other visual element to account for the low-profile nature of the transportation mode	» Vulnerable Road Users	Medium (2–5 Years)	City Council, Denton PD, DCHD
★	Support the development of work zone intrusion detection systems that provide audible, visual, or vibratory alarms to rapidly alert drivers and field workers of an intrusion into a work zone.	» Occupant Protection » Roadway & Lane Departures » Vulnerable Road Users	Long (5< Years)	Private Sector, TxDOT
	Establish a Commercial Vehicle Enforcement Unit that would be tasked with vehicle inspection as well as to enforce rules and regulations that ensures CMV's are safe to drive within City limits	» Occupant Protection » Distracted Driving » Roadway & Lane Departures » Impaired Driving » Speed Related	Long (5< Years)	City Council, TxDOT, Denton PD, Streets



POST-CRASH CARE

When crashes occur, timely and coordinated response efforts are critical to protect those involved and reduce the risk of secondary incidents. First responders play a crucial role in quickly locating crash sites, providing immediate medical care, and transporting injured individuals to the appropriate medical facilities. At the scene, responders also secure the area to protect other roadway users and prevent additional crashes.

Prompt responses and thorough investigations by law enforcement support accurate documentation of crash circumstances. This information enhances the understanding of safety conditions and informs data analysis, engineering decisions, enforcement strategies, and policy development to help prevent future crashes.

Table 5.5. Actions for Post-Crash Care

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
★	Analyze safety data regularly with information that presents the identification of priority locations, contributing factors, and focus areas to inform safe system changes.	» Vulnerable Road Users	Ongoing	Streets, Planning, Development Services, TxDOT, CIP
	Increase police resources to have a more visible police presence for the purposes of effective traffic enforcement and improved traffic safety.	» Occupant Protection » Vulnerable Road Users	Ongoing	City Council, Denton PD
	Procure crash data reporting technology for studying near misses and utilizing predictive crash analyses to prioritize future City roadway improvements.	» Roadway & Lane Departures » Speed Related » Intersection Safety	Ongoing	Denton PD, TxDOT, Planning, Streets, Development Services
	Conduct a study analyzing the time from crashes to trauma center to inform strategies for shortening times from collisions to hospital care. (Examples include lifesaving equipment for all first responders and deploying a mobile EMT force in small vehicles)	» Vulnerable Road Users	Short (<2 Years)	EMS/Fire, Streets, TxDOT, Denton PD
★	Conduct advanced analyses on all reports of fatal and serious injury collisions within City Limits as new data becomes available.	» Vulnerable Road Users	Medium (2–5 Years)	Denton PD, Planning, Streets, TxDOT

★ *Indicates a priority project*

Table 5.5. Actions for Post-Crash Care (Continued)

	ACTION	EMPHASIS AREA	TIMEFRAME	PARTNERS
	Establish a crash analysis studio that analyzes recent crashes within the City limits to assess potential causes for the collision and where there exist opportunities to mitigate future accidents through low-cost safety projects.	» Vulnerable Road Users » Intersection Safety » Roadway & Lane Departure » Distracted Driving » Speed Related » Post-Crash Care » Occupant Protection » Impaired Driving	Medium (2–5 Years)	Streets, TxDOT Planning, Denton PD
	Expand and integrate improved emergency vehicle preemption technological capabilities throughout the City.	» Roadway & Lane Departures » Occupant Protection	Long (>5 Years)	EMS/Fire, City Council, Streets, CIP
	Introduce the exchange of citation and charges data between the City and Courts.	» Vulnerable Road Users » Occupant Protection	Long (>5 Years)	Denton PD, UNT, TWU
	Enhance the public's knowledge of the top causes of roadway crashes on the City's roadways through periodically publishing said data.	» Impaired Driving » Distracted Driving » Intersection Safety » Roadway & Lane Departures » Speed Related	Long (>5 Years)	Streets, Denton PD, Planning, EMS/Fire, TxDOT

PLAN ADMINISTRATION

The City of Denton and its community partners have the responsibility of administering and implementing this plan. City Staff will manage implementation on a daily basis, as well as the tracking and amendments of the Plan. The following outlines responsibilities and administration activities for various implementation agencies:

TRANSPORTATION SERVICES & PARTNER DEPARTMENTS

All City departments will have some level of involvement in the implementation of this Plan. The Transportation Services Division will be the primary group overseeing the plan administration and annual updates to the City Council.

CITY COUNCIL

The City Council will play a pivotal role in advancing Plan implementation by providing continuous guidance and direction to staff, as well as other boards and commissions, while also making decisions concerning budget allocations and regulatory modifications as specified in the Implementation Program.

OTHER BOARDS, COMMITTEES, & COMMISSIONS

Within Denton, various boards, committees, and commissions are designated to fulfill specific roles in reviewing and guiding a variety of initiatives, all of which will play a crucial role in implementing the recommendations in the Implementation Program. These initiatives should align with the Safe System Approach, as well as the actions and mission identified in this Plan.

VISION ZERO TASK FORCE & OTHER PARTNERS

The VZTF plays a central role in carrying out the plan by directing strategies and actions that support timely and effective achievement of established goals. This group provides continued assistance with implementing agencies, monitors progress, and responds to emerging challenges as needed. In addition, the VZTF promotes coordination among key stakeholders, including residents, regional partners, and external departments, by fostering transparent communication and sustained community engagement to ensure accountability and forward progress.

TRACKING PROGRESS

Extensive efforts were dedicated throughout the planning process to engage a wide spectrum of residents and other key stakeholders to ensure the Plan aligns with the overarching community vision. To sustain community engagement and enthusiasm, transparency about forthcoming progress in Plan implementation is crucial. An effective approach for conveying this progress is through an annual progress report, which should provide updates on the status of implementation strategies and showcase achievements accomplished in the preceding year. The responsibility of producing the annual progress report will be led by the Transportation Services Division and presented to the City Council. Annual reporting will be facilitated through the Power BI Dashboard, which tracks crash patterns and highlights behavioral, roadway design, and environmental influences. As updated data are incorporated, the dashboard will visually illustrate and interpret emerging trends over time.

Table 5.6. Performance Measures

GOAL	PERFORMANCE CRITERIA	DATA SOURCE
Reduce the number of fatalities resulting from traffic collisions	Number of Traffic Fatalities	TxDOT CRIS
Reduce the number of serious injuries resulting from traffic collisions	Number of Serious Injuries	TxDOT CRIS
Implement the recommended corridor-wide and intersection countermeasures per the Denton Vision Zero Action Plan	Number of Study Corridors with Safety Upgrades Received	Denton City Vision Zero Action Plan
Embrace the recommended policy provisions and updates per the Denton Vision Zero Action Plan	Number of Vision Zero Plan Policies Adopted	Denton City Vision Zero Action Plan

FUTURE PLAN AMENDMENTS

Denton's VZAP represents conditions at a particular moment in time and is designed to evolve as the City changes. To maintain the long-term integrity of the vision, the implementation framework must remain adaptable and responsive to shifting crash trends. Transportation Services will provide annual progress reports to the City Council on the status of the Implementation Program, including any updates to the High-Injury Network resulting from emerging patterns. In addition, the Plan should undergo a comprehensive evaluation and update every five years to ensure continued alignment with current conditions and to reassess the effectiveness of recommended strategies. **Table 5.7** summarizes the anticipated frequency for completing each implementation task

Table 5.7. Plan Updates and Timeframes

PLAN UPDATE LEVEL	RECOMMENDED FREQUENCY	APPROVED BY
Minor Revision – text or wording changes, not affecting the recommendations	As Needed	Vision Zero Task Force
Major Revision – any change substantively changing a recommendation	As Needed	Vision Zero Task Force
Vision Zero Implementation Progress Report	Annually	City Council
Full Plan Update	Every Five Years	City Council

PHASE II CONCLUSION

Phase II of the Vision Zero Action Plan marks a significant milestone in advancing strategies to eliminate traffic-related fatalities and severe injuries, fostering a safer community for all. Phase II laid the groundwork by identifying high-injury networks, addressing systemic roadway safety issues, and fostering meaningful community engagement to guide the development of action-oriented recommendations. These recommendations are intended to provide high-level guidance. The City should undertake a more detailed analysis to build upon the work completed in Phase II and refine these into more specific, actionable strategies. The following items are recommended to further advance the goals of the Vision Zero Plan.

- Public Engagement
  - Additional VZTF Meetings
  - Additional Pop Ups & Public Workshops
- Additional Comprehensive Safety Analysis
  - Interactive Dashboard for Transparency
  - Target Countermeasures
- Corridor Selected Target Measures
  - Additional Preliminary Intersection Design
- Evaluation of Design Standards

The recommended items will offer an exciting opportunity to build on the foundation established in Phase II, advancing targeted improvements, deepening public involvement, and further aligning Denton with its Vision Zero goal of eliminating traffic fatalities by 2050.

IMPLEMENTATION PRIORITIES

Building on the foundation established in Phase II of the Vision Zero Action Plan, the City will focus its upcoming implementation efforts on advancing recommendations into actionable, project level strategies. These efforts will address critical safety concerns while integrating Vision Zero principles into all aspects of planning and design.

2026 SS4A IMPLEMENTATION GRANT APPLICATION

The City of Denton is preparing an SS4A Implementation Grant application to continue the work completed in Phases 1 and 2 of the Vision Zero Action Plan. This grant request is designed to advance targeted safety initiatives with a focus on achieving impactful results through improvements across the community.

The City will implement a range of low-cost, high-impact countermeasures designed to improve safety outcomes citywide, with a focus on locations within the High Injury Network. The grant will also support alignment with the findings of the NCTCOG Road Safety Audit Study and enable the City to prioritize targeted improvements along three key corridors identified in the study, Carroll, Hickory, and Eagle, to address critical safety concerns and reduce risk. Additionally, the grant will support construction-ready projects across Denton, helping the City identify opportunities to maximize community benefits and accelerate implementation timelines. The application will also support requests for transportation planning initiatives, including an ADA Transition Plan and a Safe Routes to School Plan, ensuring accessibility and safety for all members of the community. The City of Denton remains committed to creating a safer, more accessible transportation network for all users, and this grant application will support continued progress toward the Vision Zero goal of eliminating traffic-related fatalities and serious injuries.

From Planning to Action

Vision Zero Phases 1 & 2

- ✔ *Crash Data & Analysis*
- ✔ *Community Engagement*
- ✔ *Priority Identification*

SS4A Implementation

- ✔ *Implementation Projects*
- ✔ *Corridor Improvements*
- ✔ *Construction-Ready Projects*

Community Impact

- ✔ *Safe Travel for All Users*
- ✔ *Improved Mobility & Access*
- ✔ *Citywide Safety Benefits*

SS4A DEMONSTRATION PROJECTS WITH PRELIMINARY DESIGN

The City of Denton will prioritize SS4A demonstration projects with preliminary designs, focusing on expanding safety analyses through tools such as the Interactive Dashboard. This resource will play a central role in enhancing the understanding of the High-Injury Network (HIN) and the targeted countermeasures that will be recommended in the six study corridors. These tailored solutions will be implemented to systematically reduce risks and safety outcomes.

Additionally, the City is committed to evaluating and refining its design standards to better align with Vision Zero principles and national best practices. By advancing thoughtful, data-driven design, Denton aims to create infrastructure that fosters a safer, more connected transportation network for all users.

SRTS-BASED SAFETY IMPROVEMENTS IN ALIGNMENT WITH VISION ZERO

The City aims to enhance school safety by implementing Safe Routes to School (SRTS) improvements that align with Vision Zero principles. As an initial step, a preliminary analysis was conducted for 10 schools to evaluate their proximity to the High Injury Network (HIN).

As shown in **Table 5.8**, two schools, Nelson Elementary School and McMath Middle School, are located within a quarter mile of the HIN. Notably, access points to Nelson Elementary School directly connect to Teasley Lane, a corridor identified as part of the HIN, indicating an elevated exposure to traffic-related safety risks.

In addition, five schools are within a half-mile buffer of the HIN, while two are beyond this distance. These findings provide a foundation for prioritizing targeted safety improvements and identifying focus areas for SRTS improvements. The next phase will involve a transportation assessment as part of a Safe Routes to School Plan. This effort will include a more detailed evaluation of safety conditions and needs at each school, informing the development of tailored improvements.

Table 5.8. Schools Distance from HIN

SCHOOL	DISTANCE FROM HIN
Nelson Elementary School	0.25 Mile
McMath Middle School	0.25 Mile
Rivera Elementary School	0.5 Mile
Alexander Elementary School	0.5 Mile
Borman Elementary School	0.5 Mile
Evers Park Elementary School	0.5 Mile
Ryan Elementary School	0.5 Mile
Ginnings Elementary School	0.5 Mile
Stickland Middle School	0.5 Mile
Ryan Elementary School	Greater than 0.5 Mile
McNair Elementary School	Greater than 0.5 Mile

HIGH INJURY NETWORK-BASED SYSTEMATIC IMPLEMENTATIONS OR IMPROVEMENTS

The City will implement systemic safety improvements along the HIN by using crash data analysis to identify locations where countermeasures are most needed. This data-driven approach will allow the City to target specific crash patterns and apply appropriate safety treatments. For example, at locations with a high frequency of nighttime or low-visibility crashes, the City will enhance lighting conditions through the installation of additional light fixtures, retroreflective backplates, and high-contrast lane markings. At signalized intersections, the City will improve safety by upgrading signal timing, installing retroreflective backplates, and increasing the visibility of traffic control devices. To address speeding-related crashes, the City will deploy countermeasures such as dynamic speed feedback signs, roadway reconfiguration, and other traffic calming measures. These examples represent a broader set of data-driven strategies the City will deploy to improve roadway safety, reduce crash risk, and advance the Vision Zero mission statement.

VISION ZERO



DENTON ACTION PLAN

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ADOPTING THE CITY OF DENTON VISION ZERO ACTION PLAN, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Vision Zero is a framework which seeks to eliminate all traffic fatalities and severe injuries by incorporating the Safe System Approach and designing infrastructure that mitigates human mistakes and vulnerability; and

WHEREAS, in May 2022, Development Services kicked off Vision Zero Phase 1 to assess the City's safety programs across departments to identify opportunities for alignment with the Vision Zero framework; and

WHEREAS, in January 2025, the Transportation Services Division started Phase 2, the Vision Zero Action Plan; and

WHEREAS, the Vision Zero Action Plan provides City staff and local partners with a structured, data-driven approach to identify, prioritize, and implement projects that improve roadway safety; and

WHEREAS, the Vision Zero Action Plan identifies the High Injury Network which highlights the road segments in the city with high number of traffic fatalities, serious injuries, and proposes the selection of countermeasures to provide more safety on the selected corridors; and

WHEREAS, through an extensive public engagement process involving the Task Force, residents, internal and external stakeholders; a vision statement, community priorities, recommendations, and proposed countermeasures were crafted to guide efficient implementation of safety recommendations in the City of Denton as Vision Zero Action Plan; and

WHEREAS, the implementation of the Vision Zero Action Plan will enhance quality of life, support public health, and improve community mobility by providing City staff and local partners with a structured, data-driven approach to identify, prioritize, and implement projects that improve roadway safety; and

WHEREAS, on April 29, the Vision Zero Action Plan was presented to the Mobility Committee for review, and the staff received positive feedback and support from the Committee; and

WHEREAS, the City Council finds that adopting the Vision Zero Action Plan is in the interest of the public health and safety of the citizens of the City of Denton; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are incorporated into the body of this ordinance as if set out fully herein.

SECTION 2. The Vision Zero Action Plan establishes an implementation program of safety countermeasures and strategies to eliminate traffic-related fatalities and severe injuries by 2050, thus fostering a safer community for the City of Denton and Denton County, Texas.

SECTION 3. The Denton City Council adopts the Vision Zero Action Plan and its recommendations and implementation actions, as presented in Exhibit A.

SECTION 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and, if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code,

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

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

PASSED AND APPROVED this the_____day of_____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon



ID 26-0632
Vision Zero Action Plan

Farhan Butt, Ph.D., P.E., M. ASCE
Deputy Director, Transportation Services
Department of Development Services

May 19, 2026

CITY OF DENTON

VISION ZERO

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all.

Reduce traffic fatalities and injuries
Promotes improved road design, traffic engineering, and community engagement

Enhanced quality of life
Fosters pedestrian-friendly environments, promoting active transportation, and reducing traffic stress

Economic Benefits
Lowers healthcare costs, reduced property damage, and increased productivity and commercial spending

Sustainable and smart urban planning
Encourages sustainable transportation choices such as walking, cycling, and public transit, reducing dependency on single-occupancy vehicles

DENTON VISION ZERO & SAFE SYSTEM APPROACH

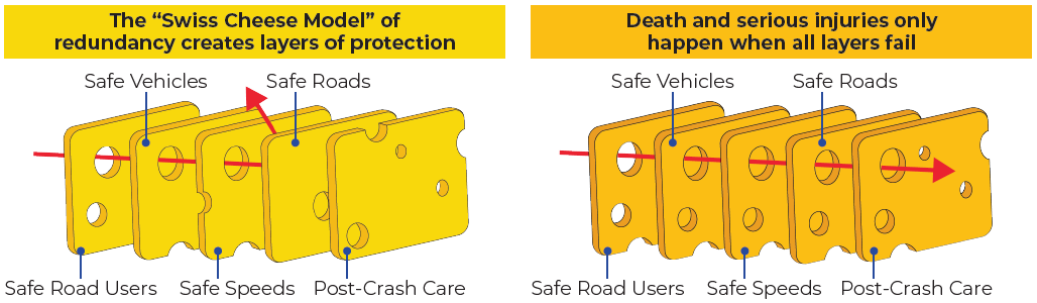
The Safe System Approach relies on six fundamental principles that direct safety policies, programs, and projects. It also establishes five complementary pillars of safety.

Core Principles:

- Death or serious injury is unacceptable
- Humans make mistakes
- Humans are vulnerable
- Responsibility is shared
- Safety is proactive
- Redundancy is crucial

Five Pillars of Safety:

1. Safer People
2. Safer Vehicles
3. Safer Speeds
4. Safer Roads
5. Post-Crash Care



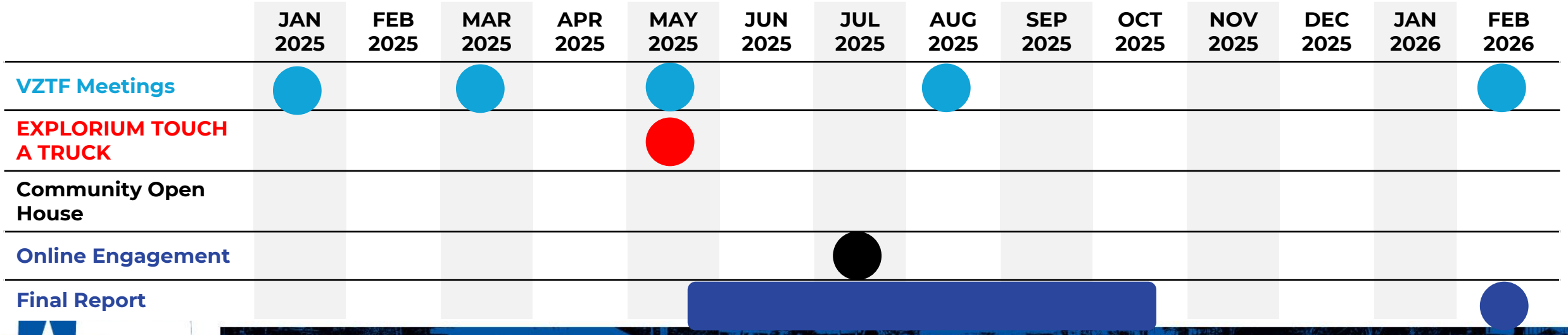
PROJECT TIMELINE

MISSION STATEMENT

"Our mission is to create a safe, accessible, and sustainable transportation future for all Denton residents. Through data, community engagement, and innovation, we aim to eliminate fatalities and serious injuries, ensuring a network that protects and serves everyone."

VISION ZERO TARGET

Alignment with TxDOT
50% reduction by 2035
100% reduction by 2050
Add incremental goals



ENGAGEMENT

Online Engagement:

Survey: *May 15-Sep 18, 2025*

Interactive Map: *May 27-Oct 31, 2025*

- 2,131 views
- 1,588 visits
- **609 total contributions**
  - 516 map survey pins
  - 193 written surveys

In Person Engagement:

6 VZTF Meetings:

Jan 15, 2025-Feb 23, 2026

Explorium Touch a Truck Pop Up: *May 19, 2025*

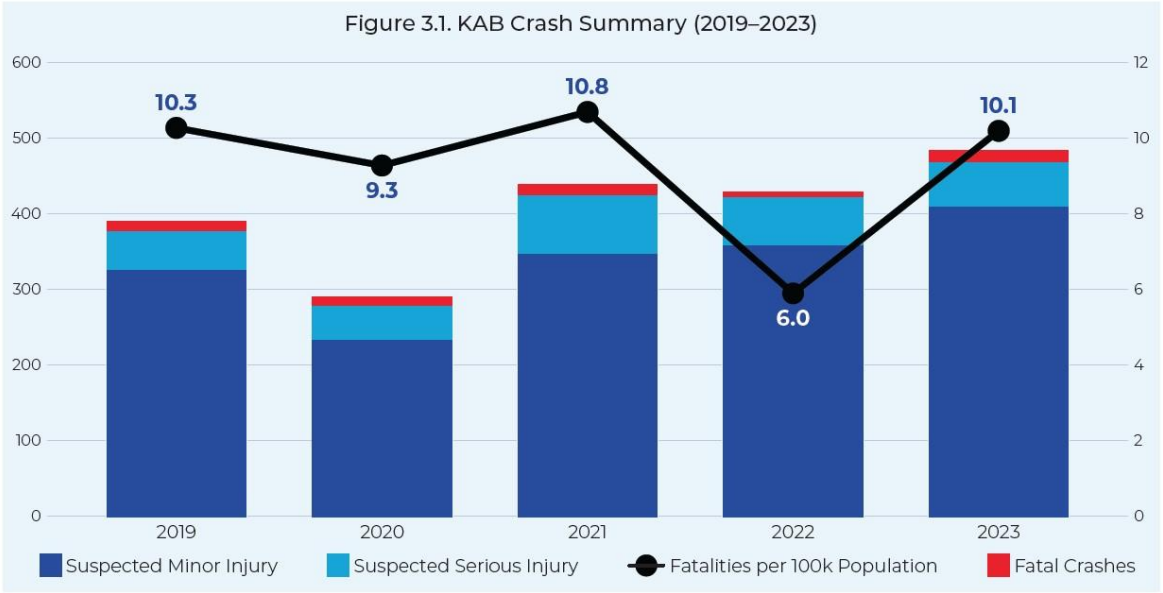
- *Prior year attendance of 2,300 visitors.*

Community Workshop: *Jul 24, 2025*

- 30 participants

CRASH ANALYSIS

- Crash data was collected from 2019-2023
- Total crashes: **15,575**
- Total fatal crashes: **68**
- Crashes peaked in 2019 with **3,742** total crashes
- Number of fatalities per 100k population reached a period high in 2021 of **10.8**
- While the overall crash frequency has decreased in recent years, KAB crash severity has **increased**



Year	K – Fatal Injury		A – Suspected Serious Injury		B – Suspected Minor Injury		Grand Total
2019	14	0.4%	52	1.4%	325	8.7%	**2,742**
2020	13	0.5%	46	1.7%	233	8.7%	**2,683**
2021	16	0.5%	78	2.3%	346	10.3%	**3,349**
2022	9	0.3%	64	2.2%	357	12.3%	**2,911**
2023	16	0.6%	59	2.0%	409	14.2%	**2,890**
Total	***68***	***0.4%***	***299***	***1.9%***	***1,670***	***10.7%***	***15,575***

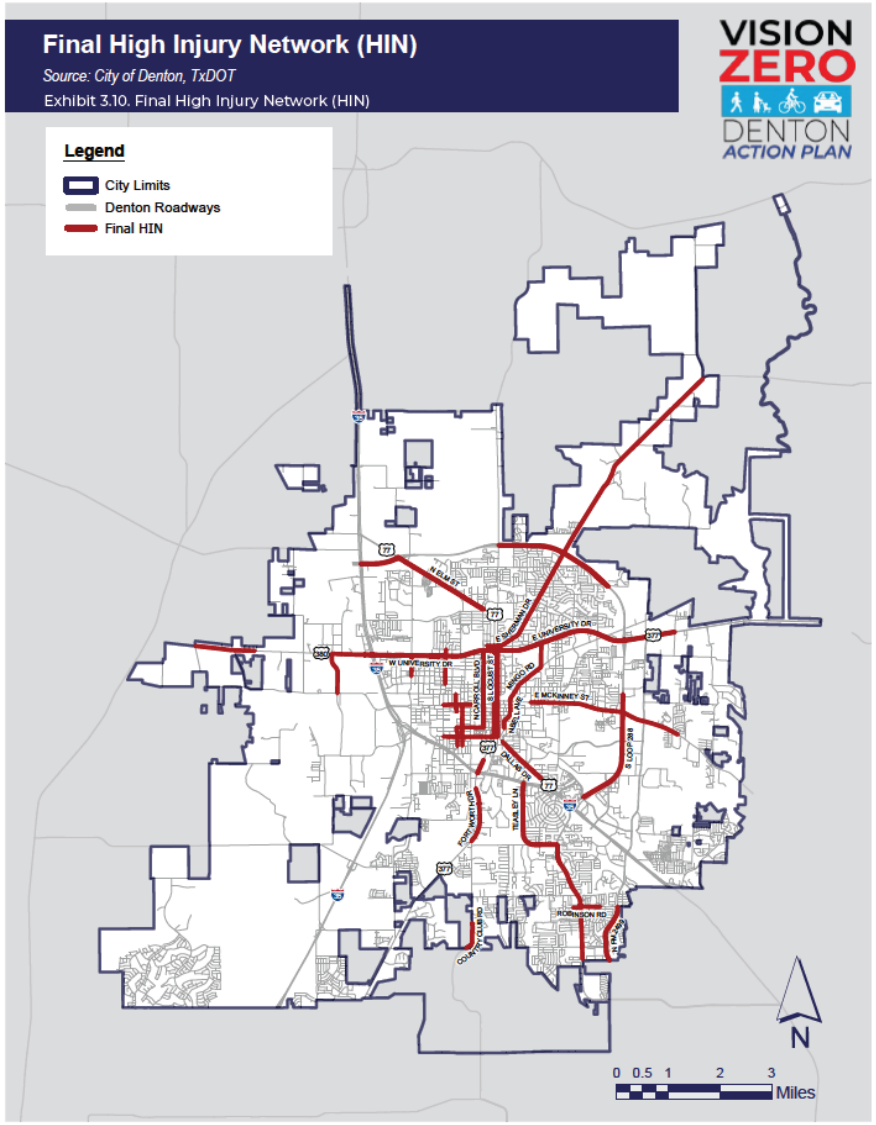
HIGH INJURY NETWORK

A data driven approach combined with a qualitative examination of model results is used to select segments for the High Injury Network. This identifies areas and roadways that experience amplified safety concerns in Denton.

9.4% of Total Road Network

66.9% of Fatal, Severe Injury, and Possible Injury, and Possible Injury Crashes

67% of Fatal Crashes



STUDY CORRIDORS

Six road segments within the High-Injury Network (HIN) were chosen as study corridors. These selections were made with contributions from City Staff and the VZTF. Together, the corridors cover **10** miles of roadway and recorded **298** KAB crashes.

Limits					Crashes					
Study Corridor	**Origin**	**Ending**	**Length (Mi.)**	**Functional Class**	**K**	**A**	**B**	**Total KABs**	**Peak Volume**	**Peak Critical Crash Rate**
W University Dr	N Bonnie Brae	Old North Rd	3.7	Primary Arterial	4	22	107	133	31,453	3.13
N Carroll Blvd	380	W Highland St	1.5	Primary Arterial	1	3	53	39	28,998	3.23
E Sherman Dr	N Bell Ave	E Windsor Dr	0.7		0	0	0	0	0	0.00
Dallas Dr	Johnson	Rio Grande	1	Primary Arterial	2	3	26	31	26,716	3.16
Malone St	380	Panhandle	0.7	Collector	0	2	8	10	30,979	2.81
E Mckinney	Audra	Loop 288	2.1	Primary Arterial	0	6	27	33	33,667	3.37
Totals			***10.06***		***7***	***39***	***252***	***298***		

COUNTERMEASURES APPLICATION & TOOLBOX

Each Countermeasure includes the following information:

- What is it?
- Where does it work?
- Other considerations?

A Crash modification factor (CMF) is used to compute the expected number of crashes after implementing a countermeasure on a road or intersection

Example:

According to the CMF Clearinghouse, a roundabout has a CMF of 0.59. If a signalized intersection experienced 100 crashes, you could expect a reduction of 41 total crashes at the intersection after installing a roundabout.

Countermeasures	CMF
Raised Medians and Pedestrian Refuge Island	0.29
Rectangular Rapid Flashing Beacons (RRFB)	0.31
Bike Lanes	0.435
Roadway Reconfiguration	0.53
Curb Extensions	0.58
Roundabout	0.59
Sidewalks	0.598
Lane Designation Markings and Signs	0.8
Improving Signing and Visibility at Signals	0.81
Mid-Block Crosswalk	0.82
High Contrast Lane Markings	0.84
Retro-Reflective Backplates	0.85
Dynamic Speed Feedback Signs	0.95
Wider Edge Lines	0.97

GETTING TO ZERO

The action items for Denton's Vision Zero Action Plan were developed according to the five pillars of safety and are broken down accordingly.



The action item tables include the following:

- Action
- Emphasis Area
- Timeframe
- Implementation Partners

ACTION MATRIX

The Matrix provides detailed information for each action:

- Action description
- Emphasis area(s)
- Timeframe
- Responsible partners
- Funding pathway

The full Matrix includes **43 actions**, organized by pillar.

Each action is designed to:

- Reduce severe crash risk
- Improve multimodal safety
- Advance behavioral, operational, and engineering solutions
- Build toward a citywide culture of safety

Actions by Pillar

- Safer People
  - 9 Actions
- Safer Vehicles
  - 5 Actions
- Safer Speeds
  - 5 Actions
- Safer Roads
  - 14 Actions
- Post-Crash Care
  - 9 Actions

STAFF RECOMMENDATION

Staff recommends approval of the Vision Zero Action Plan:

- The Plan was developed with input from multiple local and regional stakeholders (City of Denton, Denton County, DISD, TWU, UNT, NCTCOG, TXDOT, and DCTA)
- The plan provides a roadmap for the city to achieve the vision of the Vision Zero Task Force of having zero fatalities by 2050.
- The report was presented to the Mobility Committee on April 29, 2026
- City Council's adoption of the plan increases the city's ability to target Federal and State grant funding for projects in the future that align with the plan's recommendations.

QUESTIONS?

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