

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 FREESE AND NICHOLS, INC., FOR DESIGN SERVICES FOR THE D26 DENTON A-TRAIN RAIL TRAIL EXTENSION (AKA MAYHILL-DCTA TRAIL EXTENSION) FOR THE CAPITAL PROJECTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8377-020 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO FREESE AND NICHOLS, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$249,660.00).

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 Freese and Nichols, 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 _____. 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.

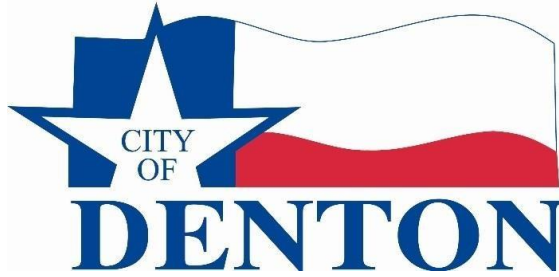
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



DocuSign City Council Transmittal Coversheet

PSA	8377-020
File Name	Mayhill DCTA Trail Extension Design
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES (PSA 8377-020)

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Freese and Nichols, Inc., with its corporate office at 801 Cherry St, Suite 2800, Fort Worth, TX 76102 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Mayhill DCTA Trail Extension (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 **\$249,660** in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B. Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

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

SECTION 4 Obligations of the Engineer

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

C. Subsurface Investigations

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

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

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

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

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

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

G. Construction Progress Payments

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

H. Record Drawings

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

I. Right to Audit

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

J. INSURANCE

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

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

subjected to discrimination under any activities resulting from this AGREEMENT.

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

SECTION 5 **Obligations of the City**

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

F. Asbestos or Hazardous Substances Release.

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

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

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures

associated with the PROJECT.

- (2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

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

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

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

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, 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 perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS**

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

L. Prohibition on Contracts with Companies Boycotting Israel

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

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

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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

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

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

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

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

Q. Prohibition Against Personal Interest in Contracts

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

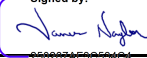
These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the 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
FREESE AND NICHOLS, INC.

Signed by: 

Authorized Agent, Title

Full Name: James Naylor

TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Interim City Manager

ATTEST:


BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: 

3A6254145BDA469

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

Signed by:

A13701E68C954FC

SIGNATURE

Director of Capital Projects

TITLE

Capital Projects

DEPARTMENT

ATTACHMENT "A"

Scope for Engineering Design Related Services for Mayhill Shared Use Trail

The scope set forth herein defines the work to be performed by Freese and Nichols, Inc. (ENGINEER) and City of Denton (CLIENT) in completing the project. Both the CLIENT and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

PROJECT DESCRIPTION AND ASSUMPTIONS

This project will include the design of a new shared use trail in two locations:

1. On the northeast side of the DCTA rail from MedPark Station to Edwards Road (Old Mayhill Road rail crossing) including a new pedestrian bridge over PEC-5.
2. From the Mayhill Rd. / Colorado Blvd. intersection to the existing trail at the old Mayhill Road rail crossing within existing City ROW. Most existing pavement in this area will be removed, while maintaining access to adjacent properties. Drainage patterns will be maintained, and existing drainage structures will be utilized as necessary.

This project is funded through the DCTA Transportation Reinvestment Program. Where feasible, the trail alignment will utilize City property and existing ROW, and preparation of easement acquisition documents for two parcels is included in this scope. The design of the trail and bridge is anticipated to span the floodplain of PEC-5, and no H&H modeling services are included in this scope. It is assumed that DCTA will design and construct all improvements within DART ROW. Bidding and construction general representation services are included.

Design assumptions:

- Project will be designed according to current City of Denton design guidelines.
- CLIENT will conduct franchise utility coordination efforts.
- The project will be designed to meet current permitting and design standards based on the date of the signing of this contract.
- Topographic survey obtained from the design of the Mayhill Road project will be utilized for the design portion of the project from Colorado Blvd. to the old Mayhill Road crossing.
- DCTA will design and construct all improvements within DART ROW.
- ROW and easement needs as well as the survey documents will be determined and produced by the ENGINEER, and the CLIENT will perform the acquisition services.

WORK TO BE PERFORMED

Basic Services

- Task 1. Design Management**
- Task 2. Conceptual Design (30%)**
- Task 3. Final Design (90% and 100%)**
- Task 4. Bid Phase Services**
- Task 5. Construction Phase Services**

Special Services

- Task 6. Topographic and Boundary Survey**
- Task 7. Accessibility Plan Review and Inspection**

ENGINEER will render the following professional engineering services in connection with the development of the project:

BASIC SERVICES

TASK 1. DESIGN MANAGEMENT

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CLIENT's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CLIENT's Project Manager and others as necessary to make progress on the work. ENGINEER will:

- A. Complete internal project setup.
- B. Conduct pre-design project kickoff meeting with CLIENT.
- C. Conduct and document up to six (6) project update or review meetings with CLIENT Project Manager (not including post-submittal meetings).
- D. Conduct monthly internal design team coordination meetings.
- E. Prepare and submit monthly invoices with project status reports (up to 6).
- F. Prepare baseline design schedule and schedule updates as needed.
- G. Make up to three (3) site visits to become familiar with site and observe existing conditions.

DELIVERABLES

- i. Meeting summaries with decisions and action items
- ii. Baseline design schedule and necessary updates
- iii. Monthly Invoices and Project Status Reports

TASK 2. CONCEPTUAL DESIGN (30%)

- A. ENGINEER will collect relevant project data (such as contour data, aerial imagery, and record drawings) from CLIENT and other available sources.
- B. In addition to data obtained from the CLIENT, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project.
- C. ENGINEER will develop one (1) conceptual design for two trail alignment alternatives, one for each segment of the trail. The conceptual design will include a location map, plan view, profile view, typical sections, and limits of construction boundaries.
- D. ENGINEER will determine the right-of-way and easement needs necessary for the construction of the project and furnish information to the CLIENT.
- E. ENGINEER will detail the necessary land survey, Deed and Abstract Records search, right-of-way maps, and descriptions of properties to be acquired.
- F. ENGINEER will develop an opinion of probable construction cost (OPCC). Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by ENGINEER, bid results from previous CLIENT projects of similar type, and ENGINEER experience and engineering judgement.
- G. ENGINEER will conduct QA/QC of the design deliverables.

DELIVERABLES

- i. Conceptual design showing design alternatives
- ii. OPCC for conceptual design

TASK 3. FINAL DESIGN (90% AND 100%)

- A. After review and approval of the 30% Design by the CLIENT, ENGINEER will provide 90% Design services.
- B. ENGINEER will provide 90% Design services to the CLIENT with the following design plans. All information listed will be provided on the design plans:

GENERAL

- COVER SHEET
- INDEX OF SHEETS
- PROJECT LAYOUT AND SURVEY CONTROL
- HORIZONTAL ALIGNMENT DATA
- TYPICAL SECTIONS
- ROW AND EASEMENT PLAN
- GENERAL NOTES
- EXISTING UTILITY LAYOUT

- SUMMARY SHEETS

TRAIL

- REMOVAL PLAN
- TRAIL PLAN AND PROFILE
- TRAIL STANDARDS

BRIDGE

- BRIDGE LAYOUT
- TYPICAL CROSS SECTION
- BEARING SEAT ELEVATIONS
- ABUTMENT PLANS, ELEVATIONS, DETAILS
- FOUNDATION DETAILS
- APPLICABLE DETAILS AND TXDOT STANDARDS

EROSION CONTROL

- EROSION CONTROL PLAN
- SW3P – STORM WATER POLLUTION PREVENTION PLAN
- CITY OF DENTON STANDARDS

CROSS SECTIONS

C. Bridge Design:

- a. The bridge is assumed to be a single-span prefabricated truss bridge (e.g., Contech), with an anticipated span length of up to approximately 130 feet, supported on TxDOT-style abutments with drilled shaft foundations and wingwalls.
 - b. ENGINEER will coordinate with a representative prefabricated bridge vendor to obtain interface dimensions, load reactions, and anchorage requirements. FNI will not be responsible for design of the bridge superstructure itself beyond specifying code requirements and performance specifications.
 - c. ENGINEER will not perform design of the prefabricated bridge superstructure. Contractor is responsible for coordinating with the vendor for structural design and developing shop drawings of the prefabricated bridge.
 - d. ENGINEER assumes the railing will be integrated into the pedestrian bridge structure. No separate railings will be designed or called out on the plans. Decorative or custom transitions are excluded unless authorized as additional services.
- D. After review and approval of the 90% Design by the CLIENT, ENGINEER will provide 100% Design services.
- E. ENGINEER will develop an opinion of probable construction cost (OPCC) based on each design submittal. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by ENGINEER, bid results from previous CLIENT projects of similar type, and ENGINEER experience and engineering judgement.
- F. ENGINEER will prepare construction specification documents utilizing CLIENT standard documents for the 90% and 100% Design.

-
- G. ENGINEER will conduct QA/QC and constructability review of the design deliverables for each submittal.
 - H. ENGINEER will attend one (1) post-submittal meeting (in person) with CLIENT after each submittal.
 - I. Design Plans, OPCC, and specifications deliverables will be delivered to CLIENT in pdf format.

DELIVERABLES

- i. 90% and 100% Design Plans
- ii. 90% and 100% Specifications
- iii. 90% and 100% Opinion of Probable Costs (OPCC)
- iv. QA/QC Documentation

TASK 4. BID PHASE SERVICES

- A. CLIENT will host and upload, or post, all bid documents to online bidding site.
- B. ENGINEER will provide a copy of the Notice to Bidders for CLIENT to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications will be paid by CLIENT.
- C. ENGINEER will attend one (1) in person pre-bid meeting and assist to create a pre-bid meeting agenda.
- D. ENGINEER will assist CLIENT by responding to questions and interpreting bid documents. ENGINEER will prepare and issue up to two (2) addenda to the bid documents to CLIENT, if necessary. CLIENT will upload addenda to online bidding site.
- E. ENGINEER will assist in the tabulation and review of all bids received for the construction of the improvements and shall make recommendations for award to the CLIENT.
- F. ENGINEER will furnish CLIENT with issued for construction sets including four (4) copies of half size (11"x17") drawings, four (4) copies of the project specifications, and PDF copy of the above items.
- G. The project will only be bid once. Any additional bidding efforts would be considered Additional Services.

DELIVERABLES

- i. Recommendation of Award
- ii. Issued for construction planset

TASK 5. CONSTRUCTION PHASE SERVICES

Upon completion of the bid or negotiation phase services, ENGINEER will proceed with the performance of construction phase general representation services as described below:

- A. In performing these services, it is understood that ENGINEER does not guarantee the CONTRACTOR's performance, nor is ENGINEER responsible for the supervision of the CONTRACTOR's operation and employees. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the CONTRACTOR, or any safety precautions and programs relating in any way to the condition of the premises, the work of the CONTRACTOR or any Subcontractor. ENGINEER shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.
- B. These services are based on the use of ENGINEER's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than ENGINEER's standard are used, the CLIENT agrees to include provisions in the General Conditions that require CONTRACTOR to include ENGINEER: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by CONTRACTOR for the Project (except workers' compensation and ENGINEER liability policies); and (2) as an indemnified party in the CONTRACTOR's indemnification provisions where the CLIENT is named as an indemnified party.
- C. ENGINEER will assist CLIENT in conducting pre-construction conference(s) with the CONTRACTOR (s), review construction schedules prepared by the CONTRACTOR (s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the CONTRACTOR.
- D. ENGINEER will establish and maintain a project documentation system consistent with the requirements of the construction contract documents. ENGINEER will monitor the processing of CONTRACTOR's submittals and provide for filing and retrieval of project documentation. ENGINEER will produce monthly reports indicating the status of all submittals in the review process. ENGINEER will review up to three (3) rounds of CONTRACTOR's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. ENGINEER will monitor the progress of the CONTRACTOR in sending and processing submittals to see that documentation is being processed in accordance with schedules. Requests for information required to clarify ENGINEER's drawings or intent will be addressed as required and are not included in the CONTRACTOR submittals.
 - a. Timeline for Review: ENGINEER shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the

schedule. ENGINEER's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in ENGINEER's professional judgment, to permit adequate review.

- b. Shop Drawings: ENGINEER shall review and approve, or take other appropriate action upon, the Contractor'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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. ENGINEER's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. ENGINEER's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- c. Delegated Design: If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, ENGINEER shall specify the appropriate performance and design criteria that such services must satisfy. ENGINEER shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to ENGINEER. ENGINEER's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. ENGINEER shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- d. Requests for Information: ENGINEER shall review and respond to requests for information about the Contract Documents. ENGINEER shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. ENGINEER's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, ENGINEER shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- E. ENGINEER shall review and certify the amounts due to the Contractor and shall issue certificates in such amounts. ENGINEER's certification for payment shall constitute a representation to CLIENT, based on ENGINEER's evaluation of the Work as provided in and on the data comprising the Contractor's Application for Payment, that, to the

best of ENGINEER'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 Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by ENGINEER.

- a. The issuance of a Certificate for Payment shall not be a representation that ENGINEER 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 CLIENT to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- F. ENGINEER will make up to six [6] (1 per month for 6 months) visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort ENGINEER will report any observed deficiencies to CLIENT. Visits to the site in excess of the specified number are an Additional Service.
- G. ENGINEER's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date ENGINEER issues the final Certificate for Payment.
- a. Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the original agreement between CLIENT and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent ENGINEER incurs additional cost in providing those Construction Phase Services.
- H. ENGINEER will notify the CLIENT of non-conforming work observed on site visits. ENGINEER will review quality related documents provided by the CONTRACTOR such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
- I. ENGINEER will coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by CLIENT and is not included in the services to be performed by ENGINEER.
- J. ENGINEER will interpret the drawings and specifications for CLIENT and CONTRACTOR(s). Investigations, analyses, and studies requested by the CONTRACTOR(s) and approved by CLIENT, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

-
- K. ENGINEER will establish procedures for administering constructive changes to the construction contracts. ENGINEER will process up to two (2) change orders and negotiate with the CONTRACTOR on behalf of the CLIENT to determine the cost and time impacts of these changes. ENGINEER will prepare change order documentation for approved changes for execution by the CLIENT. Documentation of field orders, where cost to CLIENT is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the CONTRACTOR or other deviations from the construction contract documents requested by the CONTRACTOR and approved by the CLIENT are an Additional Service. Substitutions of materials or equipment or design modifications requested by the CLIENT are an additional service. Errors and omissions by ENGINEER will be addressed as required for no additional compensation.
- L. ENGINEER will prepare documentation for contract modifications required to implement modifications in the design of the project. ENGINEER will receive and evaluate notices of CONTRACTOR claims and make recommendations to the CLIENT on the merit and value of the claim on the basis of information submitted by the CONTRACTOR or available in project documentation. ENGINEER will endeavor to negotiate a settlement value with the CONTRACTOR on behalf of the CLIENT if appropriate. Providing these services to review or evaluate construction CONTRACTOR(s) claim(s), supported by causes not within the control of ENGINEER are an additional service.
- M. ENGINEER will conduct, in company with CLIENT's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. ENGINEER will prepare a list of deficiencies to be corrected by the CONTRACTOR before recommendation of final payment. ENGINEER will assist the CLIENT in obtaining legal releases, permits, warranties, spare parts, and keys from the CONTRACTOR. ENGINEER will review and comment on the certificate of completion and the recommendation for final payment to the CONTRACTOR(s). Visiting the site to review completed work in excess of two (2) trips is an Additional Service.
- a. ENGINEER's Review shall be conducted with CLIENT for the limited purpose of checking conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- N. ENGINEER will revise the construction drawings in accordance with the information furnished by construction CONTRACTOR(s) reflecting changes in the Project made during construction. ENGINEER will furnish CLIENT one (1) electronic copy (.pdf format) of "Record Drawings."
- O. This phase does not include the services of a construction manager or inspector.

DELIVERABLES

- i. Preconstruction meeting minutes

- ii. Monthly progress reports
- iii. Up to two (2) change orders
- iv. Record drawings

SPECIAL SERVICES

TASK 6. TOPOGRAPHIC AND BOUNDARY SURVEY

- A. Topographic and boundary survey shall be obtained for the portion of the project extending from Medpark Station to Edwards Road, approximately 1,400 linear feet. All survey services will be based on NAD-83 State Plane Coordinate System, Texas North Central Zone (4202), with data derived from the Alterra VRS Network. Data shall be provided in surface coordinates obtained by using a Denton County grid to surface adjustment factor. The survey may be referenced to City of Denton survey control monuments, if available. All services shall be in accordance with the Rules and Acts of the Texas Board of Professional Engineering and Land Surveying. All work will comply with the railroad safety standards for work conducted near the DCTA right of way. Field crews will not perform work on the tracks or ballast.
- B. Right of entry will be obtained by letter via Certified Mail and/or by verbal authorization for affected and adjacent property owners. Documented right of entry will be obtained and logged into a spreadsheet prior to entering any private property or private properties.
- C. Primary control shall be established around the entire project area. Control shall be located in stable locations (i.e. iron rods) located outside future construction areas. Each control point will have Northing, Easting, and elevation established. Vertical control will be established utilizing a closed level loop. Control data sheets for primary control points will be prepared.
- D. Boundary Recovery and Delineation
 - a. Research County records for ownership deeds and/or plats describing property boundaries.
 - b. Search and recover sufficient monuments marking property corners and right of way together with any other evidence necessary to assist with the reconstruction of the property boundaries.
 - c. The right of way and private property boundaries will be verified, reconstructed and delineated using evidence obtained from records research and from field measurements of the boundary monuments found. Authority (i.e. deed, dedication, or easement) of right of way will be provided. Deliverables will reflect the recording information (if applicable) of all rights of way, plats, and vesting deeds.
- E. Design Survey

-
- a. A standard topographic survey will include cross-sections generally at 50-foot intervals. Features shall include, but not limited to, edges of pavements, crown of road, fences, traffic signs, grade breaks, toe of slope, top of bank, drainage ditches, drainage pipes, headwalls, utility signs, overhead electric lines and guy wires, manholes, water valves, and gas valves.
 - b. The topography survey shall also include the locations of the bridge columns and the riprap under the bridge abutment south of the DCTA tracks.
 - c. Measure the elevations of wastewater manhole flowlines, storm drain manhole flowlines, storm drain pipe flowlines, and top of nut of water valves.
 - d. Place one (1) request of Texas811 to locate franchise utilities. Map pin flags and paints marks set by Texas811 locators. We do not guarantee if and where Texas811 locators will mark underground franchise utilities.
 - e. Map the locations of trees 6 inches or greater and provide the common name of tree species if known by the survey crew. Tree assessment services beyond common species name and caliber size or services requiring an arborist are excluded from this scope of survey and will be considered additional scope of work for additional fees.
- F. Parcel Documents
- a. Prepare parcel exhibit documents (parcel map with parcel description) for new sidewalk easements up to 2 parcels.
 - b. Monument new sidewalk easements with a 1/2" iron rod with red cap stamped "PJB SURVEYING" unless noted otherwise.

DELIVERABLES

- i. Copies of the right of entry letters mailed to the property owners, copies of the signed right of entry letters returned by the property owners, and/or any notes related to accessing the properties.
- ii. PDF's of control point sketches.
- iii. PDF's of all field sketches including all manhole measure down data. Measure down data includes X,Y,Z values of top of structure, measure to flowline(s), material, and pipe sizes (as best determined).
- iv. Survey data point list in ASCII format.
- v. CAD file containing all survey data including planimetrics, contours, boundary lines, railroad right of way lines and street right of way lines.
- vi. TIN file.
- vii. Copies of plats, deeds, easements, or other research uncovered and used to delineate boundary lines.
- viii. Two (2) signed and sealed copies of new sidewalk easement parcel exhibits.

TASK 7. ACCESSIBILITY PLAN REVIEW AND INSPECTION

- A. ENGINEER will register the project with Texas Department of Licensing and Regulation (TDLR).
- B. ENGINEER will provide permitting support for the CLIENT and will prepare plan layouts for Americans with Disabilities Act (ADA) and TDLR compliant pedestrian improvements.
- C. ENGINEER will retain the services of a TDLR Registered Accessibility Specialist (RAS) Inspector approved by the CLIENT.
- D. ENGINEER will be responsible for completing and submitting the inspection forms, paperwork, and RAS plan review during the design phase as required by the TDLR.
- E. During the construction phase, the ENGINEER will coordinate one (1) RAS inspection with the CLIENT and RAS Inspector no later than thirty (30) calendar days after construction substantial completion.
- F. ENGINEER will be compensated for the RAS Inspector costs by the CLIENT as a reimbursable expense.

DELIVERABLES

- i. TDLR project registration
- ii. RAS plan review
- iii. RAS project inspection

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

Additional Services not included in the existing Scope of Services – CLIENT 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 CLIENT's written request. Any additional amounts paid to the ENGINEER as a result 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:

- Franchise utility coordination. CLIENT has committed to performing any franchise utility coordination needed for the project.
- Services required to resolve bid protests or to rebid the projects for any reason.
- Construction management or inspection services.
- Materials testing or specialty testing services.
- Land acquisition or negotiation services.
- Condemnation support services (eminent domain, prepare condemnation package, testify as an expert witness in eminent domain proceedings, complex appraisals, etc.).

-
- Subsurface Utility Engineering (SUE) services.
 - Environmental analysis services.
 - Geotechnical services.
 - Public involvement or outreach services.
 - Landscape architecture or urban design services.
 - Grant application or grant administration services.
 - Traffic analysis services.
 - GIS mapping services or assistance with these services.
 - LOMR or CLOMR related services.
 - Providing value engineering studies or reviews
 - Tree survey or mitigation.
 - Nationwide permit pre-construction notification (PCN) submittal to the USACE
 - Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
 - Additional field investigations or analysis required to respond to public or regulatory agency comments.
 - Phase I/II/III Environmental Site Assessment (ESA).
 - Other environmental services not included in the scope of work.
 - Site visits and meetings in excess of the number of trips included.
 - Providing renderings, models, and mock-ups requested by the CLIENT not already included in the project scope.
 - Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by CLIENT.
 - Assisting CLIENT in claims disputes with CONTRACTOR(s).
 - Assisting CLIENT in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, will be furnished by ENGINEER on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
 - Performing investigations, studies, and analysis of work proposed by construction CONTRACTOR(s) to correct defective work.
 - Design, contract modifications, studies, or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

-
- Providing services to review or evaluate construction CONTRACTOR(s) claim(s), provided said claims are supported by causes not within the control of ENGINEER.
 - Investigations, analyses, and studies requested by the CONTRACTOR and approved by the CLIENT, for substitutions of equipment and/or materials or deviations from the drawings and specifications.
 - Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
 - Field layouts or the furnishing of construction line and grade surveys (to be provided by the CONTRACTOR).
 - Services related to warranty claims, enforcement and inspection after final completion.
 - Revising design/documents when such revisions are 1) inconsistent with approvals or instructions previously given by the CLIENT or 2) due to other causes not solely within the control of ENGINEER.

CLIENT RESPONSIBILITIES

CLIENT's responsibilities shall include the following:

- A. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define the CLIENT's policies and decisions with respect to the ENGINEER's services for the Project.
- B. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the plans and specifications.
- C. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- D. Provide construction inspection on the Project.
- E. Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
- G. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.

DESIGNATED REPRESENTATIVES:

ENGINEER and CLIENT designate the following representatives:

CLIENT's Designated Representative – Tracy Beck, PE, PMP, PMI-CP, Construction Projects Manager, 401 N. Elm Street, Denton, TX 76201, 940-349-8925, Tracy.Beck@cityofdenton.com

ENGINEER's Project Manager – Adam Cross, PE, RAS, ENV SP, 6136 Frisco Blvd., Suite 375, Frisco, TX 75034, 214-217-2245, adam.cross@freese.com

ENGINEER's Accounting Representative – Erin Westbrook, Lead Operations Analyst, 801 Cherry St., Ste. 2800, Fort Worth, TX 76102, 817-735-7395, erin.westbrook@freese.com

PAYMENT FOR SERVICES:

CLIENT agrees to pay ENGINEER for all ENGINEER services rendered under this Agreement for time and materials in accordance with Attachment CO – Compensation which is attached and made a part of this Agreement.

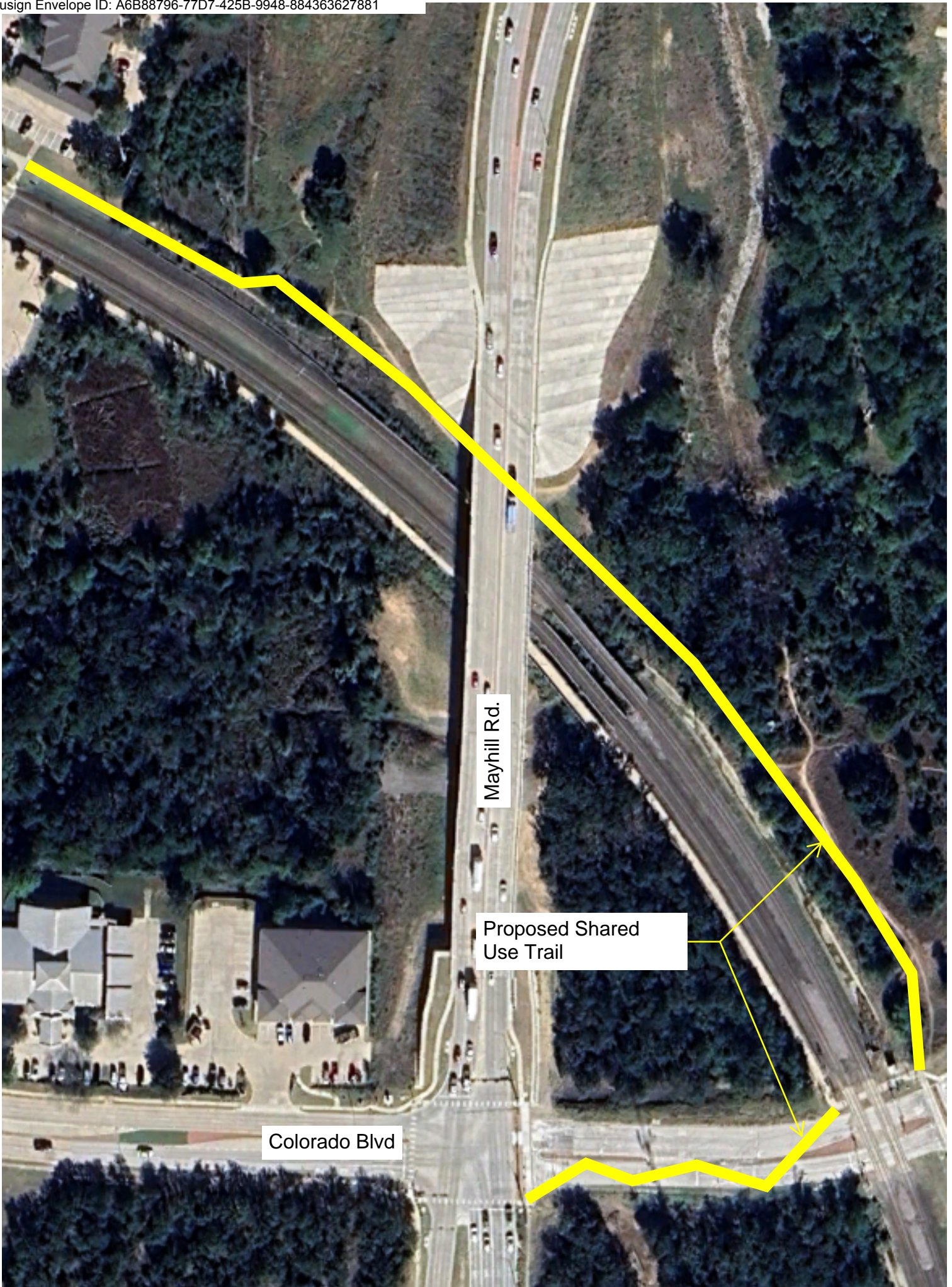
Progress payments shall be made monthly upon receipt of an invoice from ENGINEER outlining the work tasks performed and an estimated percent completion of the work along with itemized charges for services performed during the period in accordance with the standard hourly rates described in Exhibit “A”.

If ENGINEER sees the Scope of Services changing so that additional services are needed, ENGINEER will notify the CLIENT before proceeding. Additional services shall be negotiated on an individual basis should they become necessary. ENGINEER assumes that proposed budget may be re-allocated between Tasks 1 through 5 as needed to cover actual effort.

FEE SUMMARY

Task Number	Task Description	Fee
<u>Basic Services</u>		
Task 1	Design Management	\$17,950
Task 2	Conceptual Design (30%)	\$28,180
Task 3	Final Design (90% and 100%)	\$133,450
Task 4	Bid Phase Services	\$8,860
Task 5	Construction Phase Services	\$29,590
Basic Services Total		\$218,030
<u>Special Services</u>		
Task 6	Topographic and Boundary Survey	\$25,880
Task 7	Accessibility Plan Review and Inspection	\$5,750
Special Services Total		\$31,630
Basic Services and Special Services Total		\$249,660

Basic services shall be billed as lump sum (LS). Special services shall be billed as cost plus maximum (CPM).



Mayhill Rd.

Proposed Shared Use Trail

Colorado Blvd

Attachment B 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

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. COMMERCIAL GENERAL LIABILITY INSURANCE

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. PROFESSIONAL LIABILITY INSURANCE

If ENGINEER is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the ENGINEER becomes legally obligated to pay as damages arising out of the performance of professional services caused by any

negligent error, omission or act with minimum limits of \$1,000,000.00 per claim, \$2,000,000.00 annual aggregate.

SUBCONTRACTING LIABILITY

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

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

CONFLICT OF INTEREST QUESTIONNAIRE -

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

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

Freese and Nichols, Inc.

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

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

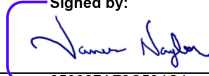
3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

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

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?
 Yes No
- B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?
 Yes No
- D. Describe each employment or business and family relationship with the local government officer named in this section.

4 I have no Conflict of Interest to disclose.

Signed by:


5/26/2026

Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/hm/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: A6B88796-77D7-425B-9948-884363627881

Status: Sent

Subject: Please Docusign: City Council Contract 8377-020 Mayhill DCTA Trail

Source Envelope:

Document Pages: 39

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

cori.power@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Cori Power

Location: DocuSign

5/11/2026 10:41:43 AM

cori.power@cityofdenton.com

Signer Events

Signature

Timestamp

Cori Power

Completed

Sent: 5/11/2026 10:54:15 AM

cori.power@cityofdenton.com

Viewed: 5/11/2026 10:54:26 AM

Purchasing Supervisor

Signed: 5/11/2026 10:54:43 AM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Lori Hewell

Initial

Sent: 5/11/2026 10:54:45 AM

lori.hewell@cityofdenton.com

Viewed: 5/11/2026 12:32:23 PM

Purchasing Manager

Signed: 5/11/2026 12:33:06 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Leah Bush

Signed by:

3A6254145BDA469...

Sent: 5/11/2026 12:33:08 PM

leah.bush@cityofdenton.com

Viewed: 5/11/2026 2:03:54 PM

Assistant City Attorney

Signed: 5/11/2026 2:37:08 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via Docusign

James Naylor

Signed by:

250287AF3C534C4...

Sent: 5/11/2026 2:37:10 PM

james.naylor@freese.com

Resent: 5/26/2026 8:40:22 AM

Principal/Vice President

Viewed: 5/26/2026 8:45:26 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 198.211.208.110


Electronic Record and Signature Disclosure:

Accepted: 5/26/2026 8:45:26 AM

ID: 1938c10a-3486-44b8-a9fa-0b4f4a2bd55a

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Seth Garcia
Seth.Garcia@cityofdenton.com
Director of Capital Projects
Security Level: Email, Account Authentication (None)

Signed by:

A13701F6BC954FC...
Signature Adoption: Pre-selected Style
Using IP Address:
2600:6c56:7d00:36d:8c54:f72a:1e6d:8675
Signed using mobile

Sent: 5/26/2026 8:46:30 AM
Viewed: 5/26/2026 8:49:45 AM
Signed: 5/26/2026 8:50:22 AM

Electronic Record and Signature Disclosure:
Accepted: 5/26/2026 8:49:45 AM
ID: 32c84ead-f945-4a80-87c3-1a9e571ebe9d

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

Sent: 5/26/2026 8:50:24 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Accepted: 5/22/2026 4:00:41 PM
ID: 75762ea0-0743-4f83-b3a2-bf40088727f9

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: 5/11/2026 10:54:46 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Gretna Jones
gretna.jones@cityofdenton.com
Legal Secretary
City of Denton
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 5/26/2026 8:50:25 AM
Viewed: 5/26/2026 12:39:56 PM

City Secretary Office
citysecretary@cityofdenton.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Beck
Tracy.Beck@cityofdenton.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 5/21/2026 1:27:56 PM
ID: cb076686-184b-446a-823f-ec6264cbd6cf

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	5/11/2026 10:54:15 AM
Envelope Updated	Security Checked	5/15/2026 3:18:53 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:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

Acknowledging your access and consent to receive materials electronically

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

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

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