

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH UES PROFESSIONAL SOLUTIONS 64, LLC, TO PERFORM ENVIRONMENTAL REMEDIATION, DISPOSAL, AND TESTING SERVICES AT THE OUTDOOR GUN RANGE LOCATED AT 3820 AIRPORT ROAD, DENTON, TEXAS FOR THE ENVIRONMENTAL SERVICES AND SUSTAINABILITY DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8726 – AWARDED TO UES PROFESSIONAL SOLUTIONS 64, LLC, IN THE NOT-TO-EXCEED AMOUNT OF \$1,492,354.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals to perform environmental remediation, disposal, and testing services at the Outdoor Gun Range located at 3820 Airport Road, Denton, Texas for the Environmental Services and Sustainability Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

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

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the “Request Proposals” on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

<u>RFP NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
8726	UES Professional Solutions 64, LLC	\$1,492,354.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations,

Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



Docusign City Council Transmittal Coversheet

RFP	8726
File Name	Soil Excavation and disposal from Outdoor Gun Range
Purchasing Contact	Christina Dormady
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN  
CITY OF DENTON, TEXAS AND UES PROFESSIONAL SOLUTIONS 64, LLC  
(Contract #8726)**

**THIS CONTRACT** is made and entered into this date \_\_\_\_\_, by and between UES PROFESSIONAL SOLUTIONS 64, LLC a TX limited liability company, whose address 14731 Pebble Bend Drive, STE 500, Houston, TX 77068, hereinafter referred to as “Contractor,” and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as “City,” to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**SCOPE OF SERVICES**

Contractor shall provide services in accordance with the City’s RFP# 8726 Soil Excavation and Disposal from Outdoor Gun Range, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit “A”**);
- (b) City of Denton’s RFP 8726 (the “Solicitation”) (**Exhibit “B” on file at the office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit “C”**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit “D”**);
- (e) Insurance Requirements (**Exhibit “E”**);
- (f) Contractor’s Proposal (“Contractor’s Offer”) (**Exhibit “F”**);
- (g) Form CIQ – Conflict of Interest Questionnaire (**Exhibit “G”**)

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

**Prohibition on Contracts with Companies Boycotting Israel**

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

**Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is

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

#### **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

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

#### **Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

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

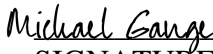
#### **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

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

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in the year and day first above written.

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


Signed by:  
  
Michael Gange  
SIGNATURE PRINTED NAME

Director of Environmental Services & Sustainability  
TITLE  
Environmental Services & Sustainability  
DEPARTMENT

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

DocuSigned by:  
  
BY: \_\_\_\_\_  
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Signed by:  
  
CONTRACTOR  
BY: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Printed Name: John D. Peterson

Title: Senior VP Environmental Services  
469-802-1316

PHONE NUMBER  
jpeterson2@teamues.com

EMAIL ADDRESS  
jpeterson2@teamues.com

TEXAS ETHICS COMMISSION  
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: \_\_\_\_\_  
SARA HENSLEY  
CITY MANAGER

**Exhibit A**  
**Special Terms and Conditions**

**1. Total Contract Amount**

The contract total for services shall not exceed \$1,492,354.00. Pricing shall be per Exhibit F attached.

**2. The Quantities**

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

**3. Contract Terms**

The contract will be effective from date of award or notice to proceed with a purchase order as determined by the City of Denton Purchasing Department.

**4. Intentionally Omitted.**



**Exhibit B**  
**City of Denton's [RFP] 8726 File**

**On File at the Office of the Purchasing Agent**

**Exhibit C**  
**City of Denton**  
**Standard Purchase Terms and Conditions**

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor. No Terms and Conditions contained in the seller's proposal response, invoice, or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation or Exhibit A, this Contract shall be effective as of the date this Contract is signed by the City and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, purchase order or purchase release number, and the price agreement number, if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

**6. DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order.

**7. RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

**8. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

**9. PLACE AND CONDITION OF WORK:** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

**10. WORKFORCE** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

**IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA") ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.**

**11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

**Environmental Protection:** The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

## **12. INVOICES:**

A. The Contractor shall submit separate invoices on each purchase order or purchase release on a monthly basis based on completion of actual quantities identified until the full scope of work is completed. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

**B. Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be submitted to the City upon completion of the scope of work. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must

exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Intentionally Omitted. E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

### 13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable – [accountspayable@cityofdenton.com](mailto:accountspayable@cityofdenton.com). Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

**B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;
- iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

**14. TRAVEL EXPENSES:** All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

**15. FINAL PAYMENT AND CLOSE-OUT:**

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15<sup>th</sup>) calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

A. The Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books,

records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

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

## **18. SUBCONTRACTORS:**

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

**V. REQUIRE THAT THE SUBCONTRACTOR INDEMNIFY AND HOLD THE CITY HARMLESS TO THE SAME EXTENT AS THE CONTRACTOR IS REQUIRED TO INDEMNIFY THE CITY.**

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

**20. WARRANTY – TITLE: THE CONTRACTOR WARRANTS THAT IT HAS GOOD AND INDEFEASIBLE TITLE TO ALL DELIVERABLES FURNISHED UNDER THE CONTRACT, AND THAT THE DELIVERABLES ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS, AND ENCUMBRANCES. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL ADVERSE TITLE CLAIMS TO THE DELIVERABLES.**

**21. WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate



correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

**22. WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a manner consistent with industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor

shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

**23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor

**24. RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**25. STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

**26. DEFAULT:**

A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

**27. TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years

and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**28. TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

**29. FRAUD:** Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

**30. DELAYS:**

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. TIME OF COMPLETION:** Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

**32. INDEMNITY:**

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action,

judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**33. LIMITATION OF LIABILITY:** City agrees, to the fullest extent permitted by law, to limit the liability of Contractor and Contractor's officers, directors, partners, employees, shareholders, members, insurers, sureties, joint venturers, principals, attorneys, and owners for any and all claims, losses, costs, damages of any nature whatsoever whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including, but not limited to, attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Contractor shall not exceed the insurance limits set forth in Exhibit E to this Contract. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity.

Contractor shall not be liable to City and City shall not be liable to Contractor for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Contractor or City, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action.

**34. INSURANCE:** The Contractor shall procure and maintain insurance of the types and in the amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.

**B. Specific Coverage Requirements:** Specific insurance requirements are contained in the Contract 8726

Solicitation and the Insurance Exhibit E to this Contract.

**35. CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

**36. NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

**37. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**38. INDEMNIFICATION AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE**

**RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

**39. CONFIDENTIALITY:** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**40. OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon

delivery of such deliverables to the City or at such other time as the City may request.

C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** The Contractor agrees to comply with the conflict of interest provisions of the City of Denon Code of Ordinances and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that

solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

**46. NO SUBCONTRACTING BID AFTER AWARD:** Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

**47. NO GIFT OF PUBLIC PROPERTY:** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

**48. INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

**49. ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

**50. WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either



the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

**51. MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**52. INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**53. DISPUTE RESOLUTION:**

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith

for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

C. The parties shall not be required to submit to binding arbitration.

**54. JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

**55. INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

**56. HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

**57. SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

**58. NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

**59. EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:

A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

**60. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or  
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**61. RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

**62. LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. Intentionally Omitted

**64. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

**65. FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

**66. ATTORNEY'S FEES; LEGAL COSTS:** Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

**67. DRUG FREE WORKPLACE:** The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**68. CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

**69. FORCE MAJEURE:** The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

**70. NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

**71. NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

**72. RECORDS RETENTION:** The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million (\$1,000,000) Dollars or greater: (i) all contracting information related to this contract will be

preserved for the duration of the Contract; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. **PROCUREMENT LAWS:** The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

74. **AUTHORITY:** Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

**Exhibit D**  
**Certificate of Interested Parties Electronic Filing**

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

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

The Contractor shall:

1. Log onto the State Ethics Commission Website at :  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to [purchasing@cityofdenton.com](mailto: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.

## **Exhibit E**

### **INSURANCE REQUIREMENTS**

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

#### **STANDARD PROVISIONS:**

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

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

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

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



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

**SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

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

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed

Operations, Independent Contractors, and Contractual Liability with combined bodily injury (including death) and property damage limits of \$2,000,000.00 per occurrence and \$4,000,000.00 general aggregate.

**B. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE**

**Workers' Compensation** within the regulations of the Texas Workers' Compensation Act. The policy limits for **Employers Liability** are:

Bodily Injury by Accident: \$500,000.00 Each Accident

Bodily Injury by Disease: \$500,000.00 Each Employee

Bodily Injury by Disease: \$500,000.00 Policy Limit

**NOTES:**

- a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

**C. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a combined single limit for bodily injury (including death) and property damage limit of \$2,000,000.00 per occurrence.

**NOTE:**

- a. If CONTRACTOR does not have owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

**D. ENVIRONMENTAL IMPAIRMENT/POLLUTION INSURANCE**

**Environmental Impairment/Pollution Insurance** to include coverage for the handling, receiving, dispensing, removal, storage, testing, transportation, disposal, discharge, dispersal release or escape of any hazardous material into or upon land, or any structure on land, the atmosphere or any watercourse or body of water,

including ground water, with a combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence.

**E. PROFESSIONAL LIABILITY INSURANCE**

**Professional Liability Insurance** with liability limits of limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate .

**SUBCONTRACTING LIABILITY**

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

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

Exhibit F			UES Professional Solutions 64
Description	Unit	Estimated	Each
Mobilization (one time)	Lump Sum	1	\$117,623.00
Concrete Recycling* (removal, loading, transportation, etc.)	Cubic Yard	6,540	\$21.00
Soil Excavation & Staging for Characterization	Cubic Yard	13,000	\$14.60
General Debris (handling, loading, transportation, disposal)	Lump Sum	1	\$14,758.00
Class I Non-Hazardous Waste Disposal*	Cubic Yard	4,000	\$39.95
Class I Non-Hazardous Transportation (20 CY / load)*	Loads	200	\$735.79
Class II Non-Hazardous Waste Disposal*	Cubic Yard	9,000	\$26.75
Class II Non-Hazardous Transportation (20 CY / load)*	Loads	450	\$293.12
Soil Screening*	Cubic Yard	2,200	\$9.52
Permitting and Plans including but not limited to:	Lump Sum	1	\$30,000.00
<i>Stormwater Pollution Prevention Plan</i>			
<i>Clear and Grade Permit</i>			
<i>Stormwater Permit</i>			
<i>Health and Safety Plan</i>			
<i>* quantities are estimates and unit price will be used for any quantity adjustments.</i>			
<b>Other Items</b>			
<i>Confirmation Soil Sampling Analysis</i>	Quantity	Unit	Each
EPA Method 6010D (Total Lead only) 24-hour turn around TAT	1	Sample	\$45.00
EPA Method 6010D (Total RCRA Metal) 24-hour turn around TAT	1	Sample	\$184.00
<i>Waste Characterization Sampling Analysis</i>			
EPA Method 6010D (TCLP Lead only) 3 Day turn around TAT	1	Sample	\$75.00
EPA Method 6010D (TCLP RCRA Metals) 3 Day turn around TAT	1	Sample	\$146.00
Lead Recycling (loading, transportation & recycling)	1	Pound	\$3.88
Portland Cement Stabilization	500	Cubic Yard	\$27.73
Hazardous Waste Disposal	100	Cubic Yard	\$430.00
Hazardous Waste Transportation (20 CY / load)	5	Load	\$5,206.74
Hourly rate for sample collection	1	Hour	\$109.00



## Exhibit F



# Response to RFQ: ENVIRONMENTAL REMEDIATION AND DISPOSAL SERVICES AT THE FORMER OUTDOOR GUN RANGE

City of Denton Purchasing  
Attention: Christina Dormady  
City of Denton Purchasing Department  
Denton, Texas 76102

February 12, 2025

6100 Colwell #275  
Irving, TX 75039  
(281) 580-8892  
Christine Peach, PG/ Principal



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UES Professional Solutions  
6100 Colwell #275  
Irving, TX 75039

February 12, 2025

Attention: Christina Dormady  
City of Denton Purchasing Department  
Denton, Texas 76102

**Reference:** *Former Gun Range Environmental Remediation and Disposal Services – 3820 Airport Rd, Denton, TX 76207.*

Dear Committee Members:

UES appreciates the opportunity to present the following proposal for the above-referenced project. UES' proposal is based upon information provided by the City in the RFP dated December 12, 2004, and five addendums, as well as the site walk conducted on January 16, 2025. The proposal contains a Technical Approach, Project Management Approach, Cost Schedule, Estimated Project Schedule, Resumes, and References.

UES and our subcontractor, Pacific West, will provide 40-Hour HAZWOPER-trained personnel and equipment services for the removal, disposal, sampling and laboratory analysis of lead and arsenic impacted soils at the Denton Police Department Outdoor Firing Range, located at 3820 Airport Road, in Denton, Texas (Site). Clean-up activities will be in accordance with the Texas Risk Reduction Program (TRRP) to attain residential Tier 1 protective concentration levels (PCLs).

In this proposal, UES presents its qualifications to perform Soil Site Remediation Program Services for the City of Denton. Our proposed team has over 25 years of experience in environmental consulting and management for various clients, including the City of Fort Worth (COFW), the City of Dallas (COD), City of Houston (COH), Harris County, Texas Department of Transportation (TxDOT), Railroad Commission of Texas (RRC), and Texas Commission on Environmental Quality (TCEQ). We are interested in providing the environmental consulting services outlined in the Request for Qualifications (RFQ) and are committed to assisting the City of Denton in meeting its environmental goals for this project.

Our team specializes in the services we are proposing to provide, such as soil remediation and site management activities, excavation and soil confirmation sampling, hazardous and nonhazardous waste management, and consulting services. We have assembled a diverse team with Pacific West, with UES as the prime contractor. Our project manager will coordinate with all other team members. We will be providing all services out of our UES Dallas, Texas office and have provided environmental services in the Dallas area for over 25 years.

UES has the capacity to perform the services requested by the City of Denton, and our professionals are committed to the contract. We appreciate this opportunity to submit our qualifications and are available to answer any questions you may have. We hope to assist the City of Denton Purchasing Department in the future and thank you for considering our proposal.

Sincerely,



Christine Peach, PG, CAPM  
Principal



# COVER PAGE W / INFORMATION



# REQUEST FOR PROPOSAL



PROJECT:

## ENVIRONMENTAL REMEDIATION AND WASTE DISPOSAL AT THE FORMER OUTDOOR GUN RANGE

DUE DATE:

**FEBRUARY 12, 2025**

Submitted by:

UES Professional Solutions  
\_\_\_\_\_  
Company Name  
  
14731 Pebble Bend Drive  
\_\_\_\_\_  
Mailing Address  
  
Houston, Texas 77068  
\_\_\_\_\_  
City, State, Zip  
  
(281) 580-8892  
\_\_\_\_\_  
Telephone

Christine Peach, PG, CAPM  
\_\_\_\_\_

(print or type name of

*Christine Peach*  
\_\_\_\_\_

(signature

Principal  
\_\_\_\_\_

Title

[cpeach@teamues.com](mailto:cpeach@teamues.com)  
\_\_\_\_\_

Email

# PROVIDER'S STATEMENT OF QUALIFICATIONS (SOQ)

## Company History

UES was established in 1997 to provide high quality environmental consulting and engineering to property developers, municipalities, healthcare and educational institutions, and owners of industrial and commercial properties. Since 1997, we have expanded to offer additional services to our clients to comprehensively meet their environmental needs. The UES Professional Solutions team is comprised of geologists, engineers, environmental scientists, and administrative experts who are committed to excelling in all aspects of our projects. Our expertise includes Phase I and II environmental site assessments, hazardous materials inspections and consulting, and soil and groundwater remediation services. We are highly qualified, efficient, and reliable.

In December, UES, a national leading engineering and consulting company, acquired UES Professional Solutions. UES Professional Solutions joins the Texas region of UES, led by Brian Powell, P.E. UES Professional Solutions' leadership team will continue to operate the day-to-day business.

The UES team provides services throughout the state of Texas, for both private and public clients. We currently hold numerous governmental contracts for agencies including City of Dallas, City of Houston, Texas Commission on Environmental Quality (TCEQ), Texas Department of Transportation (TxDOT), Railroad Commission of Texas (RRC), Harris County Engineering Department (HCED), Harris County Flood Control District (HCFCD), and Port of Houston Authority.

The UES team has continually grown and cultivated its skills, talents, and knowledge; thus, developing into a cutting-edge environmental consulting and engineering company.

We offer a variety of services, including:

- Strategic Planning and Environmental Program Management
- Phase I ESA / Phase II Assessment & Wetlands Delineation
- Remedial Investigations and Field Services
- Human and Ecological Risk Assessments and Risk Management
- Fate and Transport Modeling and Probabilistic Decision Modeling and Analysis
- Remedial Design, Site Remediation and Engineered System Installation/Maintenance Services
- Site Redevelopment Oversight and Turnkey Building Demolition Management
- Asbestos, Mold, and Lead Inspection and Management
- Agency Interaction and Negotiations
- Expert Witness and Litigation Support
- Stormwater SPCC/SWPPP Development and Updates
- Facility Regulatory Compliance Auditing



### About UES

UES is a privately held, rapidly-growing environmental consulting and engineering firm with nearly six decades of experience in geotechnical engineering, construction materials testing, building code compliance, threshold inspections and environmental consulting.

With nearly 4,000+ professionals across more than 85 branches in high growth markets in the U.S., UES consults on projects of all sizes for public and private clients across many industries including transportation, healthcare, commercial, education, industrial, and residential. UES was named 'Hot Firm of the Year' by Zweig Group for 2021 and 2022.

### UES Firm Identification

VIN: 17213521929  
FEIN: 721352192  
DUNS: 967531344

The following sections provide a detailed description of services provided by UES and our Team for this RFQ.

## UES Statement of Qualifications

Based on the services requested in the RFQ, we have provided descriptions of various environmental consulting and inspections tasks we perform. Our qualifications are extensive and based on the specific scope of the projects which may arise under the contract, we will ensure the proper, experienced personnel and resources are available and provided to the City of Denton. UES has performed numerous projects over the past 25 years in the Dallas/Fort Worth area, therefore we are familiar with the local geology and State and local regulations.

Among UES Professional Solutions' unique capabilities, we are known for providing services efficiently. Our team has short, clear lines of communication, we inventory our own equipment, and we utilize an internally-developed, project tracking and data management software application. UES uses these tools to successfully complete projects expeditiously and monitor all our projects throughout their lifecycle. Our team has the flexibility to manage all sizes of projects, which we understand may vary depending on the site conditions. Our team can effectively, efficiently, safely, and reliably perform a range of services including initial site assessments, short-term removal actions, complex remedial investigations, remedial actions, through post completion.

UES has extensive knowledge of environmental laws, regulations, and regulatory processes, multi-disciplined and qualified professional expertise, and well-established professional relationships with regulatory and governmental personnel. These skills and relationships equip us with the ability to develop unique solutions to obtain the City of Denton's environmental goals.

Our team is comprised of licensed, qualified firms and individuals able to perform all service items listed in the RFQ. Types of certifications and licenses our team has include:

- Texas Board of Professional Engineers- Firm
- Texas Board of Professional Geoscientists- Geoscience Firm
- Texas Department of Health and Safety Asbestos Consulting Agency
- TCEQ LPST Corrective Action Specialist Firm
- Lead Risk Assessor
- NLLAP Laboratory Certification
- NVLAP Laboratory Certification
- UST Contractor
- Hazardous and Non-Hazardous Waste Transporters
- Professional Geoscientists
- Professional Engineers
- Geoscientists-In-Training
- Engineers-In-Training
- Lead Inspectors
- Air Monitoring Technicians

## Soil Sample Collection for Waste Characterization and Confirmation Sampling, and Analysis and Reporting

UES has extensive experience developing and conducting comprehensive field investigation and site characterization programs. Our field services program is successful because they combine highly trained environmental professionals, with specialized software applications for data management, and comprehensive standard operating procedures. We have negotiated pricing with many of the subcontractors with whom we have established trustworthy, professional, working relationships. The negotiated rates with excavation subcontractors, analytical laboratories, equipment rental companies, and specialty instrument companies allow us to provide the highest quality services at a lower cost for our clients.

Expert staff and support systems are the key elements to our field services program. Our innovative program ranges from the proper design and development of a field sampling work plan, through the implementation of the work plan, and finally, the preparation of the site characterization report. Our expertise begins with the site investigation work plan. We typically employ the Data Quality Objectives (DQOs) approach, developed by the United States Environmental Protection Agency, for conducting data collection activities associated with risk assessment and remediation engineering. The DQO process is a systematic set of procedures used by the investigator to ensure that the sampling and analysis program is appropriately designed. This process begins with a basic understanding of the site and the development of a conceptual site model, which is then reviewed to define a preliminary list of potential chemicals of concern. The next step is to develop the appropriate risk-based screening criteria and identify potential receptor populations. Then, we create the laboratory analytical procedures which address the types of analyses, analytical detection limits, and proper sample collection and handling procedures.

UES has incorporated our Standard Operating Procedures (SOPs) into our sampling plans and field investigations. The SOPs have been streamlined to increase efficiency and ensure a high level of safety protocols in all work environments.

Our Standard Operating Procedures include:

- Safety procedures, a job safety analysis program, and a standardized health and safety program.
- Material/waste handling procedures are designed in compliance with current stringent requirements.
- Data collection, storage and analysis procedures, agency accepted QA/QC protocols, and data validation procedures.
- Activities typically encountered during any field investigation such as soil borings, monitoring well installation and soil/sediment/groundwater sampling.

For accurate and precise report production, UES utilizes internally developed standardized report formats and customized data management and analysis software programs. Our customized project software program was developed to include sample data management. UES' Project Managers upload laboratory data directly from the laboratory data systems into our software program where the data is then sorted and filed for each project. When the data is analyzed by our qualified engineers and scientists, it can then be uploaded directly into our standardized reports. The direct interpolation of data from the laboratory expedites our data retrieval and interpretation process, allowing us to strategically manage our projects accurately and respond to City of Denton project managers on a real-time basis.

## Phase II Environmental Site Assessment Activities

UES Professional Solutions is licensed to perform Phase II ESA services. The company has Texas Geoscience Firm, Texas LPST Firm, and Texas Engineer Firm licenses. For this contract we have three Professional Geoscientists (Terri West, Michael Marcon, Christine Peach), one Professional Engineer (John Brusenhan), and four CAPMs (LPST Project Managers) (Terri West, Michael Marcon, Christine Peach, John Brusenhan).

## Soil Remediation Services

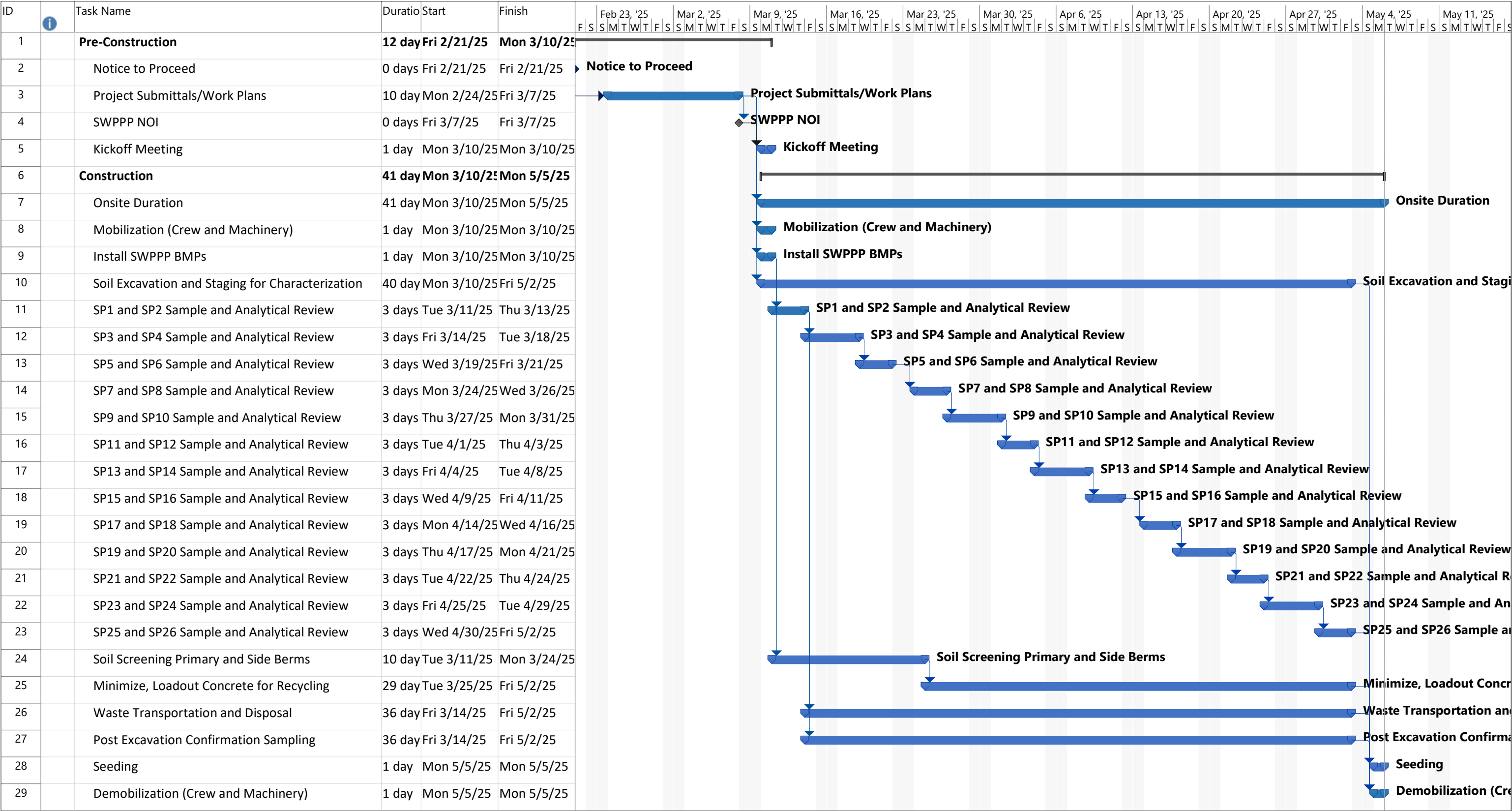
UES is experienced and licensed to perform professional services related to soil remediation, including developing soil excavation/remediation plans, overseeing soil removal, and designing remediation systems. UES has performed successful soil remediation services throughout the state of Texas. UES has the resources, personnel, and experience to perform the professional services related to soil remediation projects, including Registered Corrective Action Specialist tasks.

UES incorporates complimentary remediation technologies such as bio-augmentation to enhance groundwater remediation programs to reduce response action duration and project timelines. The majority of our remediation experience is focused on commercial properties and has included expedited restoration of commercial properties back to full commercial use. This results in former contaminated sites returning to productive beneficial use by incorporating risk-based assessment strategies with cost-effective and efficient investigation strategies and remediation technologies. UES has a comprehensive resume of projects that have used a variety of different technologies including simple Groundwater Extraction, Soil Vapor Extraction, Dual-Phase High-Vacuum Extraction, Monitored Natural Attenuation (MNA), Enhanced Natural Attenuation, Bio-augmentation, Chemical Oxidation, and Ex-situ and In-situ Soil Treatment.

The Project Team has completed over 150 soil source area removals in the state of Texas, with more than 70 soil removals at sites associated with petroleum hydrocarbons, 40 of which were associated with LPST sites. Our experience also includes soil removal of soil impacted by RCRA metals. Source area removals typically result from the normal removal or replacement of a tank system, the closing of a facility, fire ranges, or from the repair of a tank system component to eliminate an immediate threat to human health or the environment. Our team's source area removals have ranged in size from small (15 cubic yards) volumes to over 13,500 cubic yards of soil. We have developed a standard approach to treat impacted soils by reducing disposal classification, resulting in reduced costs when off-site disposal is required. At times, on-site soil treatment allows the once impacted soil to be re-used and returned to the excavation thereby saving the client money.

The UES team will provide 40-Hour HAZWOPER-trained personnel and equipment services for the removal, disposal, sampling and laboratory analysis of lead and arsenic impacted soils at the Denton Police Department Outdoor Firing Range, located at 3820 Airport Road, in Denton, Texas (Site). Clean-up activities will be in accordance with the Texas Risk Reduction Program (TRRP) to attain residential Tier 1 protective concentration levels (PCLs).

Based on our technical approach, we believe that we can conduct the activities within a 40-day timeline. An estimated project schedule of work, detailing out the major milestones such as concrete removal, berm deconstruction/stockpiling, waste characterization, soil screening, soil stabilization, flat area excavation, confirmation sampling, and site reseeding are provided in the attached project schedule milestone.



**CITY OF DENTON**  
**Environmental Remediation and Disposal Services**  
**Former Outdoor Gun Range**



February 7, 2025  
5/10 Construction Schedule

## SECTION 2.0: Overall Project Plan and Approach –



## 2.0 Overall Project Plan and Approach

In order to conduct clean-up activities in accordance with the Texas Reduction Program (TRRP) to attain residential Tier 1 protective concentration levels, the following overall plan and approach have been developed for the gun range and discussed below.

### 2.1 General Conditions, Pre-Construction, Mobilization

A site-specific health and safety plan (SSHSP) will be submitted to the City prior to the implementation of the proposed work. The SSHSP will address all aspects of excavations, soil handling and personal protection. Job Hazard Analysis will be included for all tasks and a Daily Tailgate Safety Meeting will be conducted each morning at the project site and when unscheduled work is conducted, and the team needs to address a new scope of work.

UES will conduct an on-site pre-construction meeting with our subcontractor, Pacific West, City of Denton, and other stakeholders as required to discuss the removal and disposal activities necessitate adherence to U.S .Occupational Safety & Health Administration (OSHA) worker exposure regulations for lead (29 CFR1926.62, 1910.1025), as well as special waste handling in accordance with the Resource Conservation and Recovery Act (RCRA, 40 CFR parts 239 through 282) and Texas Administrative Code (TAC, Title 30,Chapter 335)., and most importantly, safety. Our team has 40- Hour HAZWOPER, Trench Safety, First Aid, CPR, Lead and Silica Awareness Training.

Prior to mobilization to the site, a project schedule will be submitted to the City of Denton, defining the scope of work as detailed in the proposal. The approved project schedule shall be updated and submitted on a weekly basis in the form of a 2-week project status schedule. UES will maintain a 2-week schedule which will be discussed at the weekly project meetings. UES understands the complexity of our projects and schedules, a contingency plan describing actions to regain schedule compliance will be provided if the project team is behind schedule by more than 5 days. This contingency plan will be enacted, subject to situational modifications, when such delays are foreseen.

Prior to the start of an excavation project, UES will provide utility locate service by means of Texas 811 to perform ground penetrating radar before any excavation activities are initiated.

### 2.2 Obtain Clear & Grade Permit and Dust Control Permit

Prior to mobilization, a Clear & Grading permit will be obtained by submitting project plans through the eTRAKiT portal and pay any city fees (\$472.00). The grading permit requires a SWPPP Plan and Best Management practices and may involve tree protection. For these projects, the project team will prepare, submit and obtain a dust control permit from the City of Denton, and provide a 4,000-gallon water truck for dust control measures to reduce fugitive dust during excavations, backfilling, and construction operations. Our pricing assumes the designated water source is available to use for the duration of the project.

As part of the Clear & Grade Permit, a Tree Protection Plan or a letter from an arborist will be required noting the type of trees that could be affected during the excavation activities (trees within approximately 20' of the excavation), and additional protection elements may be required.

## 2.3 Prepare and Implement, Health and Safety Plan, SWPPP Requirements and Best Management BMPs, and Floodplain Development Permit

A Health and Safety Plan will be developed that addresses the activities at the Site, regulatory compliance, personnel training & medical requirements, Personnel Protective Equipment, Site controls & safety measures, monitoring lead exposure, sampling procedures & safe handling, Emergency Response procedures, Spill or Contamination Response, Medical Emergency Response, and post-work procedures.

UES will prepare and submit a construction stormwater pollution prevention plan (SWPPP). Throughout the project we will control and prevent storm water from entering the excavations, impacted soil stockpiles and leaving the project site with best management practices per the plan, which could develop as a result of precipitation events occurring during the project.

The SWPPP will be prepared that will discuss:

- Divert stormwater away from disturbed or exposed areas of the construction site.
- Install BMPs to control erosion and sediment and manage stormwater.
- Inspect the site regularly and properly maintain BMPs, especially after rainstorms.
- Revise the SWPPP as site conditions change during construction and improve the SWPPP if BMPs are not effectively controlling erosion and sediment.
- Minimize exposure of bare soils to precipitation to the extent practicable.
- Keep the construction site clean by putting trash in trash cans, keeping storage bins covered, and sweeping up excess sediment on roads and other impervious surfaces.

Prior to excavation activities, we will install and maintain temporary BMPs for the duration of the project, per the SWPPP, as approved or amended. All BMPs will be inspected and maintained regularly. Inspections are required either (1) at least once every 7 days or (2) at least once every 14 days and within 24 hours of the end of a rain event of 1/2-inch or more. The plan will also be updated as site conditions and BMPs change. Records of maintenance activities and any SWPPP modifications for review during inspection. During excavation activities, we will include provisions for general housekeeping of the site which include daily collection, containerization, and removal of rubbish and debris. The Site will be maintained, and we will clean and organize areas regularly.

The site is located in the Hickory Creek floodplain/Floodway, and additional protection maybe be required by the City of Denton Stormwater department. According to the City of Denton Floodplain Administrator, a Floodplain Development Permit will be required for the project. The purpose is essentially just to document the work that will be conducted and, in particular, to confirm that we are not adding fill to the site. The Floodplain Development Permit is the mechanism by which the City of Denton evaluates any and all impacts of activities proposed within our regulated floodplains. This permit is required for all development taking place within the area of the 100-year floodplain (special flood hazard areas) as shown on the current Flood Insurance Rate Maps and Flood Boundary-Floodway Maps, published by the Federal Emergency Management Agency (FEMA). All activities must comply with the City of Denton Flood Prevention and Protection Ordinance, the Denton Development Code, and the Denton Design Criteria Manual. The review of the permit by the City is a minimum of 12 business days.

During the project, we will protect and preserve the integrity of the three groundwater wells located on the Site, by flagging the well locations, and reminding workers in the area of the groundwater monitoring wells during our daily meetings.

Per the SWPPP requirement, we will install permanent stabilization of the site, consisting of seeding disturbed areas with an approved seed mix once our activities are completed.

## 2.4 Concrete Recycling, (Demo, Removal, Loading, Transportation & Disposal)

Up to 6,540 cubic yards (13,080 tons) of concrete debris rubble identified by the City of Denton in the walls and sidewalks, will be demoed and removed. This work task includes loading the concrete debris into 18-wheel end dump trucks and disposing offsite at an inert recycling facility. It is our understanding that the concrete debris will be inert. At the completion of the concrete recycling, we will provide copies of all weight tickets and waste manifests to document proper disposal of waste removed from the site and to serve as project closeout documentation. These estimated concrete and debris quantities are provided for reference purposes only and do not constitute a guarantee of final quantities, which may be greater or less than the estimated amount.

## 2.5 Soil Excavation & Staging for Characterization

Pacific West will excavate and stockpile up to 13,000 cubic yards of soil found to exceed Tier 1 PCLs identified in the following areas: North Flat Area, Primary Berm, Side Berms and Interior Flat Areas. These estimated soil quantities are provided for reference purposes only and do not constitute a guarantee of final quantities, which may be greater or less than the estimated amount.

Excavation activities will be conducted from the rear of the property to the front of the property, so that contaminants are not reintroduced to the clean areas. Based on the facility layout we would start in the north exterior flat area. Once the top 6" of soil is excavated, the soil will be stocked piled on plastic in the interior flat area, for waste characterization sampling.

The impacted soil will be placed in stockpiles in a 50-feet X 50-feet at 5' – 5'-2" thick or 500 cubic yard stockpiles. The landfills require at least one sample per 500 cubic yards. It is our understanding that all stockpiled soils will be sampled to provide necessary documentation for the landfill. Stockpiled soil will be staged in flat areas in a manner that prevents cross contamination. One composite sample will be collected and analyzed for Toxic Characteristic Leaching Procedure (TCLP) per stockpile for waste characterization. All waste characterization samples shall be on a three-day turnaround time for analytical data (or as soon as possible, as the TCLP requires an extraction process). Additionally, the proposed landfills require that Total Petroleum Hydrocarbon (TPH) samples are also collected for waste profiling.

The UES Team understands the preferred stockpile method is to first lay plastic sheeting down where the stockpile is to be located. Excavated soil is then placed in a ring on the plastic, leaving several feet of free plastic around the edges such that the plastic can be folded over the soil ring to create a plastic-encased berm. The rest of the excavated soil can then be placed inside of the soil berm. Another plastic sheet is used to cover the stockpile such that dust does not escape, and water does not enter the stockpile.

## 2.6 Waste Characterization Management and Sampling

Areas with significant exposure to lead shot or with a potential for lead impact, such as the area between the firing line and impact berm, the impact berm itself, shot-fall zones, and runoff collection areas, will be assessed to determine if lead contamination is present and whether cleanup is necessary. UES recommends characterizing the presence, extent, and magnitude of lead contamination according to the following steps:

Stockpiles will be limited to areas of known contamination that will be remediated and where confirmation samples will be collected to verify that no residual contamination is being left behind. Movement of contaminated soil into clean areas is discouraged; however, if necessary, the temporary stockpile will be placed on plastic sheeting, covered with weighted plastic sheeting, and confirmation samples collected afterwards to verify that clean soil around and beneath the stockpile has not been impacted.

The stockpiled soils will be sampled to provide necessary documentation for landfills. Stockpiled soils will be staged in flat areas in a manner that prevents cross contamination. One composite sample must be

collected and analyzed for Toxic Characteristic Leaching Procedure (TCLP) per stockpile for waste characterization.

All waste characterization samples shall be on a one-day turnaround time for analytical data (or as soon as possible). The TCLP method requires a three (3) day extraction process, so a 24-hour result will not be feasible. Additionally, Class 2 Waste landfills require RCRA 11 Metals by EPA Method 6010, and Total Petroleum Hydrocarbons (TPH) analysis for profiling. Excavated soil will be transported to a facility licensed to accept hazardous waste (Robstown), Class 1 Waste (Lewisville Landfill), or Class 2 Waste (Itasca) as applicable. It is estimated that approximately 26 waste piles (500 cubic yards each) will be generated during this project.

In the event analytical results of the stockpiles are classified as hazardous waste, UES will discuss with the City the potential for Portland cement stabilization and re-sampling prior to disposal.

## 2.7 Soil Sifting (Excavate, Load & Screen Impacted Soil)

The previous investigation at the site indicated that spent projectiles and fragments were observed at depths of approximately six to twelve inches below surface on the southside of the berm face, and surface of the northern portions of the “flat” range area. Pacific West will excavate, load and screen up to 2,200 cubic yards (3,300 tons) of soil from the primary and side berms for disposal. The work will be managed to isolate areas of visible lead. The soil will be sampled by TCLP lead, to determine the soil classification. It should be noted that sifting can only occur during dry weather periods lasting one week or more.

## 2.8 Lead Recycling (Loading, Transportation & Recycling)

Large spent projectiles and bullet fragments spent projectiles and fragments observed at depths of approximately six to twelve inches below surface on the southside of the berm face, and surface of the northern portions of the “flat” range area will be reclaimed by sieving the berm soils and recycling as scrap metal. Pacific West will remove, load fragments from the soil screening and dispose offsite. Our pricing assumes this lead recycling will be acceptable for disposal at SA Recycling in Denton, TX.

## 2.9 Confirmation Sampling

Confirmation sampling will only occur after all work in a given area is complete. Care will be taken to isolate the area to prevent tracking of contamination back to the area. All confirmation samples will be marked using small flags that clearly identify the sample number. For cost estimating purposes it is estimated that up to 40 confirmation samples will be collected from the back and interior flat areas, from the primary berms and side berms.

*TCEQ guidance Determining Which Releases are Subject to TRRP*, revised November 19, 2010, defines TRRP Action Levels as the lowest applicable Residential Tier 1 Protective Concentration Levels (PCLs) assuming a 0.5-acre source area and Class 1 groundwater. The TRRP Action Level for each COC is the lower of the applicable PCLs for soil concentrations (i.e.,  $^{Total}Soil_{Comb}$ ,  $^{GW}Soil_{Ing}$ ,  $^{Air}Soil_{Inh-V}$ , and  $^{Air}GW-Soil_{Inh-V}$ ). The soil-to-groundwater ingestion ( $^{GW}Soil_{Ing}$ ) PCL addresses compounds leaching from soil into the investigable groundwater exposure pathway. The total-soil-combined ( $^{Tot}Soil_{Comb}$ ) PCL is the combined exposure pathways (i.e., inhalation, ingestion, dermal contact, and vegetable consumption). The TRRP rules also publish Texas Specific Median Background Concentrations (TSMBC). If the TSMBC is greater than the lowest TRRP Residential Tier 1 PCL, the TSMBC is considered the TRRP Action Level. Lead commonly exceeds the Texas-Specific Median Background concentration of 15 mg/kg in the North Texas area. Background levels can range from 15 to 50 mg/kg. It is also our experience that inorganic lead is not mobile in the soil.

A sample grid pattern will be used for initial assessment, with biased samples collected in areas of suspect high levels of contamination. The initial grid spacing will depend on the total area to be assessed but should generally be no greater than 50 feet. A smaller grid spacing may be necessary depending on the activity. Using a 50 x 50 grid pattern, one soil sample per grid will be collected and analyzed for lead. Please note, soil samples may need to be run for all RCRA metals. When areas reach the Tier 1 PCLs for lead, then analysis is needed for all RCRA metals prior to being deemed meeting Tier 1 PCLs.

**FLAT AREAS:** Confirmation sampling will be performed following excavation in the flat areas. If confirmation samples support TRRP residential Tier I PCLs have been reached, no additional excavation. Flat areas will be identified for any additional excavation, additional excavation will be in 6-inch thicknesses.

**BERM AREAS:** Confirmation sampling will be performed following the removal of the primary berm. If confirmation samples support TRRP residential Tier I PCLs have been reached, no additional excavation. Berm areas will be identified for any additional excavation, additional excavation will be in 6-inch thicknesses.

Sample and analyze the soil to determine if there are levels of total lead above Tier 1 Residential <sup>TotSoilComb</sup> PCL of 500 mg/kg, and/or levels of leachable lead in the soil at or above the toxicity characteristic (TC) limit of 5 mg/L.

1. A sample grid pattern will be used for initial assessment, with biased samples collected in areas of suspect high levels of contamination. The initial grid spacing will depend on the total area to be assessed but should generally be no greater than 50 feet. A smaller grid spacing may be necessary depending on the activity.
  - a. To determine the vertical extent of total lead contamination above the Tier 1 PCL level, the following procedures will be used.
    - i. Collect soil samples at 6-inch intervals, beginning at the ground surface and extending downwards to a depth where contamination is not anticipated (e.g., sample 1 from the 0–6-inch depth interval, sample 2 from 6 to 12 inches, sample 3 from 12 to 18 inches, etc.). Professional judgment will be used to decide if different sample intervals are more appropriate (e.g., sample 1 from the 0-6 inch depth interval, sample 2 from 12 to 18 inches, sample 3 from 24 to 30 inches, etc. in an area such as the backstop where shot penetration is expected to be greater).
    - ii. Analyze the 0–6-inch sample for total lead using EPA Method 6010B.
    - iii. If the total lead concentration is greater than the Tier 1 PCL, analyze the next deepest sample.
    - iv. Continue to analyze progressively deeper samples until the analytical result is below the Tier 1 PCLs.
  - b. Repeat step (a) at each location in the sampling grid to delineate the horizontal extent of contamination.

Additional sampling points may be necessary to delineate contamination detected during initial grid sampling. To evaluate the presence and extent of leachable lead contamination above the TC limit, analyze (by TCLP) a sufficient number of representative samples that exceed 5 mg/L to determine a threshold total concentration above which soil will generally be a hazardous waste.

If soil sampling results indicate that there is impacted soil near or in contact with ground water, or if shallow ground water is present, monitoring wells should be sampled to evaluate the presence and extent of ground water contamination. It is our understanding that the three existing monitoring wells have not made water since installation.

## 2.10 Class 1 and Class II Non-Hazardous Waste Disposal Options (Loading and Offsite Disposal)

Waste Management issues, including both hazardous and nonhazardous materials, can be handled by the UES Project Team. Depending on assessment results, remediation or proper management of impacted soil may be necessary. The results will be compared to waste disposal guidelines established by the TCEQ under Title 30 of the Texas Administrative Code, Chapter 335 (30 TAC 335). There are three primary waste classifications for this type of waste in Texas, and the limits are shown in the following table.

		EPA Hazardous Regulatory Levels		Texas Class 1 Regulatory Levels		Texas Class 2 Regulatory levels		Universal Treatment Standards
EPA#	Contaminant	TCLP mg/L	Total mg/kg	TCLP mg/L	Total mg/kg	TCLP mg/L	Total mg/kg	Nonwastewater mg/kg (unless noted as mg/L TCLP)
	<b>Metals</b>							
D004	Arsenic	5.0	100.0	<5.0	<100.0	<1.8	<36.0	5.0 mg/L TCLP
D005	Barium	100.0	2000.0	<100.0	<2000.0			21 mg/L TCLP
D006	Cadmium	1.0	20.0	<1.0	<20.0	<0.5	<10.0	0.11 mg/L TCLP
D007	Chromium	5.0	100.0	<5.0	<100.0			0.60 mg/L TCLP
D008	Lead	5.0	100.0	<5.0	<100.0	<1.5	<30.0	0.75 mg/L TCLP
D009	Mercury	0.2	4.0	<0.2	<4.0			0.20/0.025 mg/L TCLP
D010	Selenium	1.0	20.0	<1.0	<20.0			5.7 mg/L TCLP
D011	Silver	5.0	100.0	<5.0	<100.0			0.14 mg/L TCLP
NA	Antimony	NA	NA	NA	NA	<1.0	<20.0	1.15 mg/L TCLP
NA	Beryllium	NA	NA	NA	NA	<0.08	<1.6	1.22 mg/L TCLP
NA	Nickel	NA	NA	NA	NA	<70.0	<1400.0	11 mg/L TCLP

Based on waste characterization lab results, a waste profile sheet will be generated and waste manifests to document 4,000 cubic yards (6,000 tons) of soil waste leaving the site. Our pricing assumes this Class I Non-Hazardous Waste will be acceptable for disposal as Class I solid waste at Republic Services (RS) Itasca Landfill in Itasca, Texas. The Class I Non-Haz soil will be loaded into 18-wheel end dump trucks, transported and disposed of at RS Itasca Landfill.

Based on waste characterization lab results, we will develop a waste profile sheet and waste manifests to document 9,000 cubic yards (13,500 tons) of soil waste leaving the site. Our pricing assumes this Class II Non-Hazardous Waste will be acceptable for disposal as Class II solid waste at Republic Services (RS) Camelot Landfill in Lewisville, Texas. Class II Non-Hazardous soil will be loaded into 18-wheel end dump trucks, transported and disposed at RS Camelot Landfill.

At the completion of the waste disposal, UES will provide copies of all landfill weight tickets and waste manifests to document proper disposal of waste removed from the site and to serve as project closeout documentation.



## 2.11 Hazardous Waste Transportation and Disposal (20 CY/Load)

Based on waste characterization lab results, if the soil results fall into the hazardous waste category, a decision will be made to either haul off the soil or stabilize the soil. IF it is decided to haul off the hazardous soil, Pacific West will develop a waste profile sheet and RCRA Hazardous Waste manifests to document 100 cubic yards (150 tons) of RCRA Hazardous Soil Waste leaving the site. Our pricing assumes this RCRA Hazardous Soil Waste will be acceptable for disposal at US Ecology Texas Inc. Landfill in Robstown, Texas. The RCRA Hazardous Soil will be loaded into 18-wheel end dump trucks, transported and disposed of at US Ecology Texas Inc. Landfill.

## 2.12 Portland Cement Stabilization

In the event a decision is made to stabilize lead contaminated soil that exhibits the characteristic of a hazardous waste on-site, soils containing lead at these types of concentrations are typically stabilized or treated to reduce the leachability of lead which can result in reclassification as a Class 1 or possibly even Class 2 nonhazardous waste. The treatment must ensure that the resulting lead concentrations in the treated material have been reduced to the extent necessary to satisfy disposal requirements. The soil must be treated in order to remove the hazardous waste characteristic (i.e., the TCLP leachate for the treated soil must contain lead below a concentration of 5 mg/L). This is easily done using standard stabilization techniques. The routine stabilization of lead contaminated soil to eliminate the hazardous waste characteristics will for all practical purposes satisfy the landfill requirements. We have had great success on many sites in stabilizing the soil.

Initially, the waste classification of the soils to be removed based on analytical. If the soil is hazardous, it will be treated to nonhazardous levels using Portland Cement and water. Pacific West assumes a 3% blend, by weight, of Type II cement and will mechanically mix the cement with the stockpile soil using an excavator and wheel loader to assist with handling and mixing. The soil will then be resampled again to verify that it is below hazardous limits for approval at the landfill.

## 2.13 Final Site Cleanup and Demobilization

All associated trash and debris will be removed from the site, and we will perform final cleaning of the area to return it to a condition better than when we started the project. A final site walk will be conducted with the onsite which will include UES, Pacific West, and City of Denton personnel.

## 2.14 Agency Interaction, Regulatory Interpretation and Guidance, and Negotiations Services

The first key strategy to attain reasonable site characterization requirements and closure criteria is effective communication. UES has a well-established working relationship with all agencies throughout Texas. We partner with TCEQ on multiple projects, including sites in the Voluntary Cleanup Program (VCP), Dry Cleaner Remediation Program, LPST Program, Industrial Waste Program, and State Superfund Program. Consistent interaction with the TCEQ and their project managers allows us to stay on top of significant developing issues and policies within the agency. We have an exceptional rating on all our contracts with TCEQ. Our relationship with TCEQ and their various project managers provides a significant benefit to the City of Denton team.

According to the TRRP guidance document, "Determining Which Releases are Subject to TRRP", the City will be required to submit a report documenting the excavation and disposal of affected soils. There are options available under this guidance document to obtain final closure for the site without entering a TRRP program. The release will not be subject to TRRP and additional TRRP reporting if the following criteria are met:

- Verification sampling indicates that final soil analytical results are below applicable PCLs and TCLP levels.
- A groundwater sample should be collected from the site to document that shallow groundwater underlying the berm has not been affected by heavy metals. Three permanent monitoring wells were installed (MW-1, MW-2, and MW-3), however none of these monitoring wells have yet to produce water. This is likely helpful in demonstrating to TCEQ that shallow groundwater has not been affected.

If verification sampling and/or groundwater sampling results indicate that soils or groundwater underlying the berm have been affected by heavy metals, the TCEQ may require completion of an affected property assessment on the site, which could include the installation of additional soil borings, groundwater monitoring wells, and the preparation of an affected property assessment report. A response action completion report will also be required by TCEQ to document any additional closure actions that may be conducted at the facility. If the TCEQ requires an Affected Property Assessment Report (APAR) we recommend entering the subject property into the Voluntary Cleanup Program (VCP) to obtain site closure under TRRP. UES has closed out many sites in the VCP, and can assist the City with these reports.



## 2.15 Overall Project Management Approach

UES has provided a detailed project execution plan which discusses the principles, practices, and procedures to be used in implementing associated work for this RFQ. The information includes:

- List of Services
- Single Point of Contact with the City of Denton's Representative
- Team Member Management, Interaction and Communication
- Project mobilization
- Subcontractor Management and Communication
- Quality assurance program
- Work Order and Change Management
- Health and Safety
- Reporting capabilities and Invoicing

### List of Services

UES is a full-service environmental consulting firm providing geosciences, engineering, and biological services. Our scope of services includes, but is not limited to, Phase I Environmental Site Assessments (ESA), Phase II ESAs, soil sample collection, soil remediation, groundwater sampling, surface water sampling and stormwater sampling, SWPPP inspections and updates, wetlands delineations, jurisdictional assessments, permitting, asbestos and lead surveys, and remediation design and implementation.

### Single Point-of-Contact with the City of Denton's Representative

Ms. Terri West, PG, is the Project Manager and your primary contact for this project. She will work with the City of Denton Project Managers to define the scope and strategy of each project. Ms. West will ensure all resources and personnel will be provided to manage each project successfully.

UES is the prime contractor and has experience completing similar projects throughout the state of Texas. She will lead the project team and communicate with the City of Denton Project Managers. Ms. West will manage projects and various project scopes and assign tasks to qualified task managers and subcontractors. Ms. West has conducted numerous investigations and removal actions for over 25 years.

Our team will continually inform the City of Denton of work progress and scheduling. Ms. West is experienced in managing field activities and ensuring accurate scheduling, cost management, and quality workmanship during field services.

UES information and communication tools will be daily activity sheets, change order forms, documentation procedures, and weekly project status reports. Our team has a project manager's assistant and Project Tracking Software to ensure all tasks and reporting are accurate, timely and within budget constraints.

## Team Member Management, Interaction and Communication

Effective communication and working relationships between key personnel within the Project Team is critical for meeting the quality, budget, safety, and scheduling goals for the Environmental Department in the City of Denton. UES commits to establishing clear definitions of authority and responsibility for itself, the Team Members, and the subcontractor. These lines of communication will be transparent and extend to the Project Management personnel for the City of Denton.

## Subcontractor Management and Communication

UES will coordinate closely with our subcontractor, Pacific West, throughout each stage of the project. Ms. West will prepare a specific technical statement of work outlining subcontract requirements and expectations; and then, will monitor subcontractor performance as the project progresses. Subcontractors will be clearly briefed regarding their responsibilities, safety standards, scheduling constraints, required work products, product formats, coordination requirements, and the budget available before the project is initiated. Regular progress meetings will be conducted between our Project Managers and our subcontracting team to ensure the projects are progressing on time and within the stipulated budget. These progress meetings will provide current status of each project for the Team, and a communication avenue for our subcontractors if additional resources are needed.

## Work Order Flow

UES believes that during project execution, effective work order/change management is the key to successful project implementation. Understanding the work order assignment process and managing the work order tasks individually are vital to our project management strategy. UES' initial scope of work includes a communications plan to minimize the downtime due to work order assignments and any potential scope modifications. Work order/change management is generally controlled by incorporating a degree of flexibility in the scope of work and established decision criteria to expedite the field sampling activities. Clear and open communication is maintained between the UES Project Manager and City of Denton Project Lead to resolve any work order changes in an efficient and timely manner.

UES has developed a custom software program to centralize all aspects of the project workflow from project set up, dissemination of tasks, data compilation, mapping, reporting, and budgeting. Our customized project management software system has tasks outlined individually, including specific budgets and milestones for task timelines to be completed throughout the project lifecycle. Having all this information centralized for all our project managers allows clarity and accountability of the work and real-time tracking of the project's progress. Providing UES updated information to share with City of Denton Project Managers any time throughout the project process. Organizing, tracking, and streamlining communications during project execution, both internally and externally, ensures the project is completed on time and on budget while meeting the goals and expectations of City of Denton.

## Project Mobilization

The Project Team, and its subcontractors, are all based in Dallas/Ft. Worth, Texas. Having personnel located in these office locations is strategically advantageous because of their proximity to Denton, Texas. Our key personnel and equipment are close, so this will allow minimal mobilization time. Subcontract agreements with negotiated pricing are in place for all our subcontractors. This allows the Project Team to complete the scope of work in a timely manner without the need for a proposal or bid process from the subcontractors. Once the Purchase Order is in place, we can immediately coordinate the project-specific team and have them mobilized quickly and efficiently to the project site.

## Quality Assurance Program

The Project Team has developed a Project Quality Assurance/Quality Control program for all our sites. These procedures include data review to ensure compliance with TCEQ and EPA reporting requirements.

Quality control is critical to the success of each project. Each scope of work is designed to comply with our standard operating procedures and regulatory documents ensuring consistency in the data produced from the field. Subcontracted laboratories hold current NELAC certifications ensuring the data produced by the laboratories meet high quality standards. Each laboratory data package is reviewed by a qualified data reviewer. UES developed an in-house data management program which evaluates the laboratory quality control sample results to streamline each Data Usability Summary while maintaining compliance with TRRP-13. A Quality Assurance Officer (QAO) will be assigned to the project team. The QAO will ensure field crews are complying with policy and procedures outlined in the project QAPP and site-specific Work Plan. Field audits may be conducted by the QAO in order to determine conditions adverse to quality and verify the compliance with quality assurance practices.

The Project Team routinely evaluates data on all our sites to make appropriate recommendations. We require all our field personnel to review and critique our Standard Operating Procedures (SOPs) to ensure that they can be safely and effectively implemented in the field. SOPs for performing the work, and/or communicating technical knowledge among staff members is a key component of UES' business philosophy. We routinely hold training sessions to discuss field sampling techniques and discuss implementation approaches to determine if improvements can be made. We continually strive to improve the quality of our processes to help provide a better, safer and more cost-effective product for our clients.

## Work Order and Change Management

The project management goal is to prioritize clarity, communication, and preparation in all aspects of projects, reducing the possibility of any potential difficulty. Our expert Project Managers know the necessary questions to ask and information to include for project scopes. We pay attention to all details to ensure all known aspects of the project are incorporated in the initial project plan. A clear, concise scope of work prevents misunderstandings and helps resolve problems before they arise.

During project execution, effective work order/change management is the key to successful project implementation. Understanding the work order assignment process and managing the work order tasks are principal parts of our project management strategy. UES established a communications plan to minimize the downtime due to work order assignments and any potential scope modification. Work order/change management is generally controlled by incorporating a degree of flexibility in the scope of work plus developing decision criteria to expedite the field sampling activities. Clear and open communication is maintained between the Project Manager and City of Denton to resolve any work order changes in a timely manner.

## Health and Safety

The Health and Safety Program for this project will be overseen by Aaron Fitzgerald. UES takes pride in completing our projects safely and with no recordable incidents. Over the past five years, there have been no recordable incidents or lost time due to work-related injuries or illnesses while the number of hours worked by the company during this time has increased approximately 40 percent. To keep worker safety at the forefront, UES' technical employees all maintain annual 8-hour HAZWOPER refresher training and discuss safety related topics during monthly office meetings. All employees on-site will be "Lead Awareness" trained and equipped with all necessary personal protective equipment (i.e. P-100 HEPA filtered respirators half face/full face, "Tyvek" coveralls or similar, back support braces, gloves, eye protection, etc.). A Project specific Job Safety Analyses (JSAs) are prepared for each project that discusses potential safety concerns that could be encountered during the completion of the project.

UES will comply with all Safety Guidelines and all laws of any governmental authorities for the safety of persons or property. This includes disposal of all Non-hazardous and Hazardous Materials in accordance with all applicable laws and Safety Guidelines. Subcontractors have been selected as part of the project team to address disposal of hazardous and non-hazardous materials as needed. These companies have the experience and hold the appropriate licenses to address waste management.

## Reporting Capabilities

For accurate and precise report production, UES utilizes internally developed standardized report formats and data management and analysis software programs including Project Tracker. Since the scope and depth of each report is defined with our clients' budgets in mind, we strive to reduce the amount of project management time spent on final reporting. For example, UES has developed report templates for Phase I and II ESAs, Aquatic Resource Assessment and Cultural Resource Assessments, etc. to streamline the final production. Additionally, UES developed a sample data management software program, through which we upload laboratory data directly into our project files and standardized reports.

UES has developed a customized, internal software program to quickly generate photo logs as a component to the final reports. Once the field technician has uploaded the photos from the field survey, a photo log can be quickly generated which includes latitudes and longitudes of the photo locations. This allows the reviewer and the client to accurately identify the key features on the subject property location. The use of standardized reports coupled with the specialized project management software allows each project to be managed efficiently from project authorization to invoicing. Our software application includes all client and project information, GIS mapping features, sample management, data management, budgeting, and invoicing guidelines and procedures. Through this application, analytical reports can be exported and customized for each project, data is centralized and can be evaluated through statistical analysis, and the project site can be mapped with key features identified for that specific project.

## Invoicing

Invoicing is also streamlined through project management software. Budgets are created at project inception and tracked using contract specific rate sheets. Subcontractor invoices are attached to the project information and are accessible through the project interface. Invoices can be requested on demand and generated quickly through the information stored in the project within the software application. This allows each project manager to create detailed reports, either through mapping, data management, or budgeting, on demand and in real time. Weekly project manager meetings ensure project goals are being met including timely invoices. UES will provide detailed invoices no more than once per month that include an itemized breakdown of the tasks completed that month. An example of our invoice was uploaded as an attachment to this submittal.

## SECTION 4.0: Subcontractors and Organization Chart -

## SUBCONTRACTORS

UES has assembled a Team of highly skilled and qualified individuals to complete the anticipated Scope of Services described in this RFQ. We have worked with these subconsultants/subcontractors on numerous projects bringing a Team that is prepared to serve your needs. This Team has the knowledge and experience to address the complexity of the environmental that could be awarded as part of our response to this RFQ. One of the key components of our success is our commitment to Safety. Additionally, Pacific West boasts an Experience Modifier Rating (EMR) of 0.79, putting their safety rating at the top of the industry. The following is a list of primary teaming partners.

### Environmental Field Support

**Genesis Environmental Group LLC:** is an M/WBE full-service environmental firm specializing in providing due diligence, subsurface characterization and assessments, and remediation services, is a progressive and ambitious consulting firm located in the Dallas-Fort Worth (D-FW) Metroplex.

### Excavation, Environmental Remediation, Hazardous and Non-Hazardous Waste Transportation and Disposal

**Pacific West Services:** Pacific West will provide a wide range of environmental, excavation, remediation, waste management, and transportation.

### Laboratories

**Eurofins:** independent environmental and analytical testing laboratory located in Dallas, Texas. Eurofins is Certified and accredited by ISO 9000, NLLAP, and the NCTRCA and can perform environmental and air quality testing.

### Waste Disposal Landfills and Recycling Center

**Republic Services (RS) Itasca Landfill:** Is located in Itasca, Texas approximately 85 miles from the Site, and accepts non-hazardous liquid and solid waste Class I nonhazardous waste.

**Republic Services (RS) Camelot Landfill:** Is located in Lewisville, Texas approximately 85 miles from the Site, and accepts Class II nonhazardous waste.

**Republic Services (RS) US Ecology Texas Inc. Landfill** in Robstown, Texas and accepts hazardous waste.

**SA Recycling Denton** – is located in Denton, TX and recycles metal waste from shooting ranges.

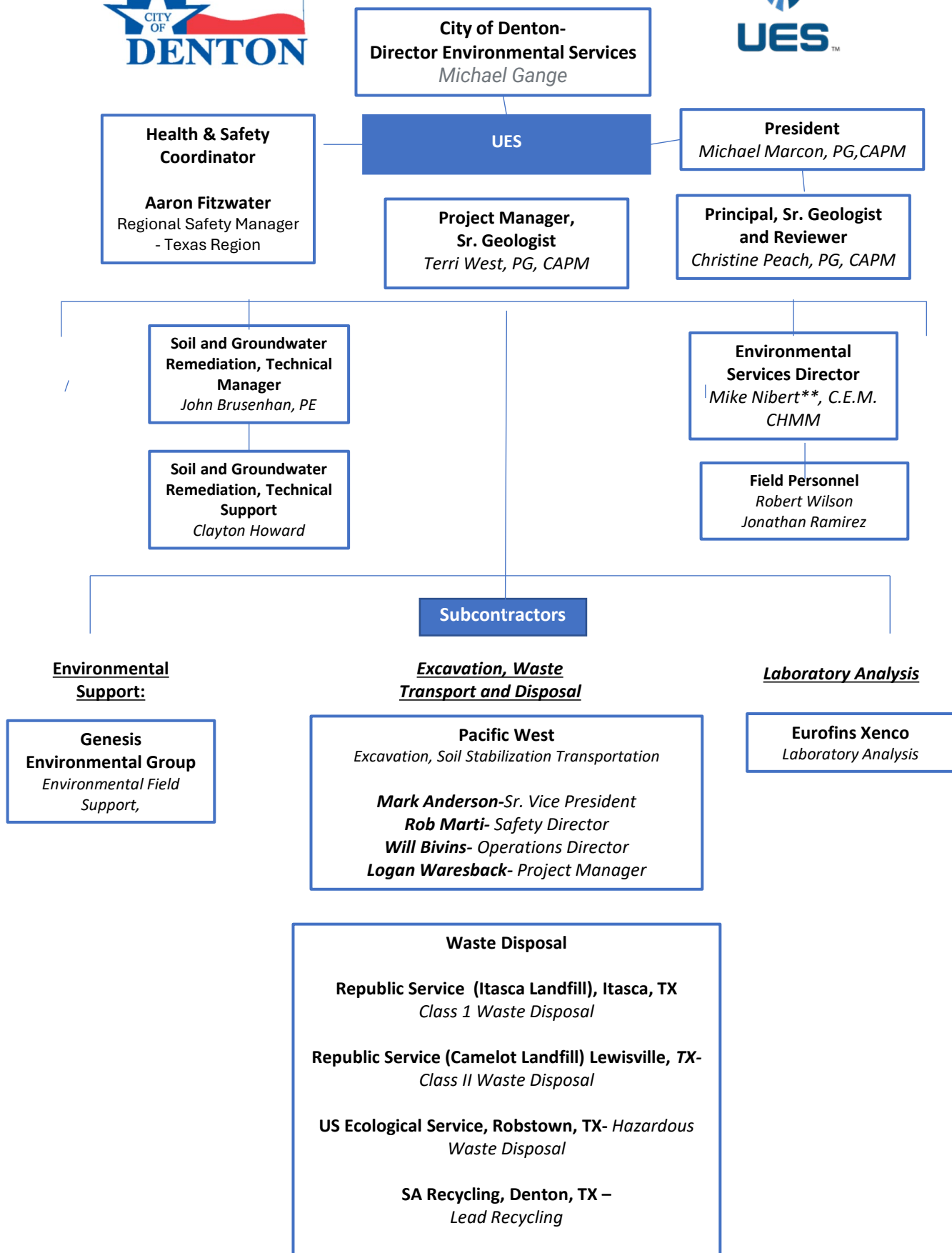
Table of Subcontractor's

Subcontractor's Name	Subcontractor's Address	Subcontractor's Telephone No.	Proposed Tasks on the Project
Pacific West	6371 Highway 276 W. Royse City, TX 75189	877-515-3101	Excavation, waste transport and Soil Stabilization
US Ecological Services	3277 County Road 69, Robstown, TX 78380	<u>833- 672-2800</u>	Hazardous Waste
Republic Services Itasca Landfill- Turkey Creek	9100 South I-35W Alvarado, TX 76009	817-600-9017	Disposal of Class I-Non-Hazardous Waste
Republic Services Camelot Landfill- Lewisville	80 Huffines Blvd., off SH-121, Lewisville, TX 75067	972-492-3888	Disposal of Class II- Non-Hazardous Waste
SA Recyclers Denton	2317 Fort Worth Dr, Denton, TX 76205	<u>(940) 382-8021</u>	Recycling of Bullet Fragments
Eurofins Xenco Laboratories	9701 Harry Hines Blvd. Dallas, TX 75220	214-902-0300	Laboratory Analysis for waste samples and confirmation samples
Genesis Environmental Group, LLC	13612 Midway Rd., #610, Farmers Branch, TX 75244	214-973-2736	Environmental Field Support

The team organization is described in the organization chart.



## Organization Chart





## SECTION 5.0: RESUMES OF KEY PERSONNEL -

UES has developed a team to successfully manage and complete the services listed in the RFQ. UES has offices in Dallas, Texas, with 25 total personnel all available to assist on this contract in each respective area of expertise. UES' personnel include Professional Geoscientists, Professional Engineers, Geoscientists-In-Training, Engineer-In-Training, Asbestos Consultant, and Asbestos Inspectors. The organizational chart lists key personnel; however it is not a complete list of all available for this contract. UES's team includes subcontractors in the Dallas-Fort Worth area to serve on this contract.

UES maintains a team of diverse, expert professionals to ensure the highest level of quality in our services. Our project management approach optimizes and blends the technical expertise and administrative capabilities of each member of the project team. UES retains experienced personnel with skills and education in engineering, technology, and geosciences. Our professional team includes individuals with technical expertise in environmental project management, site investigations, human and ecological risk assessment, hydrogeology, environmental engineering, remediation design and implementation, and agency regulations. Our staff maintains current knowledge of the evolving environmental arena to properly provide effective negotiation of reasonable cleanup goals and accurate implementation of practical closure strategies. In addition, UES personnel are required to participate in continuing education courses to remain at the forefront of the latest environmental laws and regulations.

Every member of the team was selected based on their qualifications, expertise, and education. For any subcontracted work, we select the most valuable subcontractors based on qualifications, performance, scheduling efficiency, health and safety record, and cost. All subcontractors have numerous years of experience and are familiar with their respectable regulations and compliance protocols.

Our Project Team has the equipment and resources available to effectively perform the scope of services outlined in this RFQ. After the contract award, we will execute subcontract agreements with each subcontractor specifically for the services of this contract. The Project Team is located within Dallas/Ft. Worth, TX which allows for effective response to assignments.

UES takes pride in completing our projects safely and with no recordable incidents. Over the past five years, there have been no recordable incidents or lost time due to work-related injuries or illnesses while the number of hours worked by the company during this time has increased approximately 40 percent. To keep worker safety at the forefront, UES' employees all maintain annual 8-hour HAZWOPER refresher training and discuss safety related topics during monthly office meetings. Additional site-specific training is also completed on an as-needed basis. Project specific Job Safety Analyses (JSAs) are prepared for each project that discusses potential safety concerns that could be encountered during the completion of projects.

**YEARS OF EXPERIENCE**

20+

**EDUCATION**

B.S. Geology, Texas A&M University, 1985

**LICENSES/CERTIFICATIONS**

Texas Registered Professional Geoscientist No. 1214, 2004

TCEQ LPST Project Manager CAPM No. PM0000016, 2000

**TRAINING**

29 CFR OSHA 1910.120, 40 Hour OSHA HAZWOPER and yearly 8-Hour refreshers

**Christine Peach, PG, CAPM****SR. PROJECT MANAGER**

Ms. Peach is an experienced Senior Project Manager and Principal Geoscientist with over 20 years of experience in environmental consulting. She has conducted numerous assessments and investigations, and her responsibilities include soil and groundwater contamination investigations and remedial actions. Currently, Ms. Peach is the lead project manager for the TCEQ Dry Cleaner Remediation Program, managing around 30 properties. She is also a project manager for multiple sites enrolled in other regulatory programs. Ms. Peach is the lead technical advisor for InControl's Municipal Setting Designation projects. She has completed over 12 MSD applications at various commercial and industrial properties. Her extensive work also involves environmental investigations at numerous sites. Her remediation experience includes designing and managing soil removal, installation of dual-phase groundwater extraction and recovery systems, and performance of in-situ treatment.

**Relevant Project Experience****El Rancho Cima Shooting Range Assessment - Wimberly, Texas / Project Manager**

Soil assessment at multiple shotgun and rifle ranges on the former Boy Scouts of America Camp El Rancho Cima to determine if historic use of the shooting ranges resulted in lead impacts to soil. Multiple soil samples were collected from the shooting range floor, backstops and earthen berms and compared to natural background samples collected throughout the property.

**El Rancho Cima River Camp Small Arms Range Remediation - Wimberly, Texas / Project Manager**

Remediation of lead impacted soil associated with the River Camp Small Arms Range. Approximately 198 cubic yards of soil were excavated and treated onsite with Blastox® to stabilize lead in soil prior to disposal. The treated material was disposed of offsite. Confirmation samples were collected to verify all impacted soil was removed.

**El Rancho Cima Horseshoe Small Arms Range Remediation - Wimberly, Texas / Project Manager**

Remediation of lead impacted soil associated with the Horseshoe Small Arms Range. Approximately 175 cubic yards of soil were excavated and treated onsite with Blastox® to stabilize lead in soil prior to disposal. The treated material was disposed of offsite. Confirmation samples were collected to verify all the impacted soil.

**YEARS OF EXPERIENCE**

22 years

**EDUCATION**

University of Phoenix, Las Vegas, MBA, 2009

Duquesne University, Pittsburgh, PA, BS Biology, 2001

**LICENSES/CERTIFICATIONS**

Nevada Certified Environmental Manager (C.E.M. #2059)

Asbestos Building Inspector (ID IM-1281)

Asbestos Project Monitor (ID IM-1281)

Certified Hazardous Materials Manager (CHMM #13762)

**TRAINING**

OSHA 40-Hour HAZWOPER

**Michael Nibert, CHMM, C.E.M.****DIRECTOR OF ENVIRONMENTAL SERVICES**

Michael Nibert is the Director of Environmental Services for UES in Dallas, Texas. He has 20 years of experience in environmental consulting, managing Phase I and Phase II Environmental Site Assessments, site investigations, and remediation projects. Michael also provides asbestos consulting, regulatory compliance services, and wetlands delineation and permitting services. He has worked with developers, Brownfields, State and Municipal clients, landfills, transportation and infrastructure, and the telecommunications industry. Michael has expertise in environmental construction, vapor intrusion considerations, and vapor mitigation system design.

**Relevant Project Experience****500-acre Single Family Residential Development - Crandall, Texas / Project Manager**

During a Phase I Environmental Site Assessment, a former burn pit/dumping area was discovered in a 500-acre tract of land planned for a residential community. Soil samples indicated concentrations of arsenic and lead above critical levels. Excavation of the impacted soil took place between September and December 2022, and approximately 1,948 tons of soil were treated for metals stabilization. After confirmation sampling, it was found that the impacted soil was successfully removed below the established Critical PCLs for arsenic and lead. An Affected Property Assessment Report, Response Action Plan, and Response Action Completion Report were submitted to TCEQ Industrial Hazardous Waste Corrective Action Program for a residential land use No Further Action determination.

**1,300-acre Single Family Residential Development - Celina, Texas / Project Manager**

A Phase I ESA was conducted for a 1,300-acre residential community development site. The report indicated that the northwestern part of the site had a gun range that had been in use since 2005. The gun range had a 200-yard rifle range, a skeet/trap shooting range, and a tower skeet/trap shooting range. A Phase II was conducted, results of the investigation showed that the soil was not affected by chemicals of concern except for arsenic and lead in some samples. However, further assessment or response action was not needed at this time based on the results of the analysis.

**YEARS OF EXPERIENCE****20+****EDUCATION****B.S. Geology, Texas A&M University, 1985****LICENSES/CERTIFICATIONS****Texas Registered Professional Geoscientist No. 1214, 2004****TCEQ LPST Project Manager CAPM No. PM0000016, 2000****TRAINING****29 CFR OSHA 1910.120, 40 Hour OSHA HAZWOPER and yearly 8-Hour refreshers****Terri West, PG, CAPM****PROGRAM MANAGER AND SENIOR PROJECT MANAGER****SENIOR GEOLOGIST/DALLAS BUSINESS DEVELOPMENT LEADER**

Ms. West is a Professional Geologist with 20+ years of experience in environmental investigations. She completed MSD applications for industrial properties in Houston and Dallas, successfully obtaining Final Certificate of Completion for sites. She oversaw 40+ corrective action sites, including LPST cases, and served as a Sr. Project Manager and Geologist for 15+ LPST sites in the TCEQ PST State Lead Program. As a Project Manager, she coordinates investigative, sampling, and reporting activities, and is licensed in the State of Texas. Ms. West ensures execution of both soil and groundwater investigations by designing assessment programs to evaluate soil and groundwater for site-related contaminants of concern, selecting appropriate cleanup levels and summarizing all activities in detailed technical reports. She currently also serves as the Program manager for the City of Dallas, non-engineering contract.

**Relevant Project Experience****Former Honeywell Performance Materials and Technologies Plant Site - Mansfield, Tarrant County, Texas | Project Manager**

The site is 44.593 acres of land. It was used for producing chemicals and has soil containing arsenic, barium, and lead. Future use of the site is planned for multi-family development. The applicant has chosen to excavate soil from grids with high arsenic concentrations. In September 2023, InControl Technologies submitted a VCP Applications packet to the TCEQ on behalf of the client. An APAR is being prepared for the site.

**Former G and K Services - Fort Worth, Texas | Dallas Task Leader**

InControl Technologies was hired by Orchard Management Services, LLC to assess the former G and K Services property. The property had a dry cleaning facility operated by G and K Services on the northern portion for over 50 years and also had underground storage tanks and a small auto repair facility. InControl Technologies advanced soil borings and installed permanent groundwater monitoring wells across the property, and soil and groundwater samples were analyzed for contaminants.

**YEARS OF EXPERIENCE**

30+ years

**EDUCATION**M.S. – Mathematical Statistics,  
McNeese State UniversityB.S. – Computer Science,  
McNeese State UniversityB.S. – Mathematical Statistics,  
McNeese State University**LICENSES/CERTIFICATIONS**Professional Geoscientist  
License No. 2704, TexasTCEQ LPST Corrective Action  
Project Manager #366**TRAINING**29 CFR OSHA 1910.120, 40  
Hour OSHA HAZWOPER and  
yearly 8-Hour refreshersFirst Aid & Adult/Child CPR  
Certification, Current**Michael Marcon, PG -****PRESIDENT, PRINCIPAL GEOSCIENTIST**

Mr. Marcon is the President and co-founder of UES Professional Solutions. He has over 30 years of experience as an environmental consultant and manages senior technical oversight for various environmental projects. Mr. Marcon has experience in agency interaction and has extensive experience in developing strategic plans for risk-based closure and corrective actions. He has been involved in over 250 Texas VCP sites, 50 RCRA Corrective Action Sites, 200 Texas Dry Cleaner Remediation Sites, and 25 NPL sites across the United States. He currently manages over 50 projects in the Texas Voluntary Cleanup Program or the Texas Innocent Owner/Operator Program and is the program manager of two contracts with the TCEQ under the Texas Dry Cleaner Remediation Program. Since 2013, Mr. Marcon has managed comprehensive environmental strategic plans for the Harris County Flood Control District (HCFCD), and since 2018, UES has provided On-Call Environmental Consulting Services for HCFCD. He has consulted with HCFCD on numerous projects, including Phase I and II Environmental Site Assessments, pit and sediment sampling, and Underground Storage Tank (UST) investigations and removal.

**Relevant Project Experience****Yale Street Property - Houston, Texas / Lead Project Geoscientist**

Michael Marcon is the lead Project Geoscientist. He develops site models, risk assessments, and groundwater plans. He supervises all geoscientific aspects of the project, reviews reports, and liaises with the TCEQ VCP and the City of Houston.

**Courtesy Roofing Property - Houston, Texas / Lead Project Geoscientist** UES was hired by Courtesy Roofing to address contaminated soil illegally dumped on their property from a neighboring gun range. Mr. Marcon designed an assessment program to prove the source of lead contamination in the soil, identified the migration pathways, and acted as an Expert Witness in the lawsuit that followed.

**Former Lead Smelter - Dallas, Texas / Lead Project Geoscientist**

UES investigated a commercial tract near downtown Dallas for a residential home developer. The investigation revealed historical lead smelting operations on an adjacent tract of land, which had placed suspect material on the subject property. Mr. Marcon developed a comprehensive investigation strategy and a risk-based approach to address the lead in soil. A proprietary treatment chemical was used to reduce offsite disposal costs, and the facility was remediated to residential standards.

## Education

B.S. – Environmental Sciences, University of Texas at Arlington- 2020

## Registrations

- Asbestos Inspector

## Training & Certifications

- OSHA 40-Hour HAZWOPER
- 8-Hour HAZWOPER Refresher, current

## Robert Wilson

### Environmental Scientist

Mr. Robert Wilson is an Environmental Scientist for UES. Mr. Wilson assists with Phase I and Phase II Environmental Site Assessments (ESA) and soil and groundwater sampling. He performs services in accordance with U.S. Environmental Protection Agency (EPA), TCEQ, ASTM, and additional applicable standard protocols. He understands field safety and has received OSHA training.

Mr. Wilson is proficient in soil and groundwater sampling, including the collection of field measurements and low flow sampling protocols. Mr. Wilson is experienced in the use of a variety of water and air monitoring instruments such as photoionization detectors, water quality meters, and interface meters.

Mr. Wilson has conducted numerous Phase II ESAs around the DFW area and the state of Texas including groundwater monitoring events, multi-day soil advancements, soil vapor assessments, confirmation sampling, and site remediation assessments. All assessments and projects have been completed in accordance with both state and federal (EPA) guidelines and regulatory requirements. Mr. Wilson is responsible for data evaluation and report writing under the supervision of senior staff. Mr. Wilson is trained and experienced in safety protocols and procedures in residential, commercial, and industrial sites, having a diversified portfolio.

### Relevant Project Experience

#### 500 Acre Single Family Residential Development - Crandall, Texas

During a Phase I Environmental Site Assessment, a former burn pit/dumping area was discovered in a 500-acre tract of land planned for a residential community. Soil samples indicate concentrations of arsenic and lead above critical levels. Excavation of the impacted soil took place between September and December 2022, and approximately 1,948 tons of soil were treated for metals stabilization. After confirmation sampling, it was found that the impacted soil was successfully removed below the established Critical PCLs for arsenic and lead. An Affected Property Assessment Report, Response Action Plan, and Response Action Completion Report were submitted to TCEQ Industrial Hazardous Waste Corrective Action Program for a residential land use No Further Action determination.

#### 1,300 Acres Single Family Residential Development - Celina, Texas

A Phase I ESA was conducted for a 1,300-acre residential community development site. The report indicated that the northwestern part of the site had a gun range that had been in use since 2005. The gun range had a 200-yard rifle range, a skeet/trap shooting range, and a tower skeet/trap shooting range. Results of the investigation showed that the soil was not affected by chemicals of concern except for arsenic and lead in some samples. However, further assessment or response action was not needed at this time based on the results of the analysis.



**YEARS OF EXPERIENCE**

30+ years

**EDUCATION**

M.E. – Environmental Engineering, Texas A&M University

B.S. – Civil Engineering, Texas A&M University

**LICENSES/CERTIFICATIONS**

Professional Engineer No. 81007, Texas

TCEQ LPST Corrective Action Project Manager #01529

**TRAINING**

29 CFR OSHA 1910.120, 40 Hour OSHA HAZWOPER and yearly 8-Hour refreshers

**John Brusenhan, PE -****SENIOR PROJECT MANAGER**

Mr. Brusenhan has over 30 years of experience managing assessment and remediation projects in Texas. His work includes investigations, due diligence, remedial design, and site closure under various regulatory frameworks. He has managed and developed specifications for soil and groundwater treatment and has overseen over 200 in-situ chemical oxidation and bio-augmentation treatment events. Mr. Brusenhan has also developed site assessment protocols to prevent cross-contamination during drilling and sampling activities, and has prepared numerous SPCC and Storm-Water Pollution Prevention Plans for industrial and municipal facilities.

**Relevant Project Experience****Former Chaney Railyard - Houston, Texas | Project Manager**

UES was hired to remediate a former railroad switchyard. Soil was contaminated with Arsenic, Lead and TPH. 1,200 feet of rail, ballast rock and rail ties were removed, followed by 12,600 cubic yards of soil. Rail ties were disposed of at a landfill, steel rails and ballast rock were recycled, and soil was sent to a recycling facility. The excavation was performed along the rail line's route to depths of 2-4 feet. UES collected confirmation soil samples to ensure the soil was removed to below critical PCLs. The property achieved regulatory closure under TRRP in April 2023, and is being redeveloped with high-density, single-family housing.

**Temenos Apartments - Houston, Texas | Project Manager**

In 2020, NHP Foundation hired UES to provide environmental consulting services for a commercial tract in downtown Houston. Initial services included a Phase I ESA, identifying a historical gas station on the property. A Phase II ESA, asbestos and noise surveys were later conducted to comply with various agency requirements.

UES conducted a risk-based assessment, identifying petroleum hydrocarbon concentration above PST Action Levels in soil and groundwater samples. The site was enrolled in the TCEQ LPST Program, and permanent monitoring wells were installed. During redevelopment, additional USTs were discovered, but no release was identified from either tank.

The TCEQ issued a No Further Action letter on February 18, 2022. The property is now developed with a 6-story residential apartment building for disadvantaged individuals.





**Mark Anderson**  
**Sr. Vice President**  
**Pacific West, LLC**  
**May 2012 – Present**

Mr. Anderson was the President of Eagle Remediation & Demolition Services until the company merged with Pacific West in 2023. At Pacific West he is responsible for the overall leadership and growth of Pacific West's environmental operations. His 25 years' experience in the environmental and construction industry allowed him to build Eagle's name and reputation as a leading environmental contractor and continues to do so in this current role. His belief that our people are the backbone of our company is evidenced by our quality personnel who take ownership in the service they provide. Mr. Anderson is committed to Pacific West's growth while establishing a company mindset which is dedicated to the safety of our employees and protection of our environment.

#### **Project History**

##### **Tetra Tech – Site Remediation – San Angelo, Texas; Remediation of PCB Contaminated Superfund Site**

Project manager for the excavation, staging, transportation and disposal of PCB contaminated soils. The project involved the demolition of concrete surfaces, removal of underground piping systems which contained PCB contaminated oil. Eagle loaded and transported the waste to the appropriate landfills. Once the excavations were complete, Eagle placed and compacted backfill soil to match surrounding grades and installed 6" of caliche over the work areas.

##### **Confidential Client – Hazardous Material Removal & Demolition – Irving, Texas;**

Mr. Anderson served as the project manager for the asbestos abatement, environmental remediation and demolition of a 265,000-square foot industrial facility. Asbestos abatement included the removal of approximately 68,500 square feet of floor tile & mastic, TSI and sheetrock. This project also included design and installation of a wall shoring system and roof safety systems. Materials resulting from the demolition were segregated based upon waste and potential for recycling then transported to the appropriate facility. The project was on budget and completed ahead of schedule.

##### **Confidential Client – Petroleum Contaminated Soil Remediation – Dallas, TX**

Project manager for the remediation of a former automotive dealership which involved the removal of various components, such as, hydraulic lifts, drainage systems, oil water separators and paint booth contamination. The components were located within multiple buildings totaling 76,000 square feet. Additionally, Eagle excavated contaminated soil beneath the building slab. Soil was segregated and stockpiled where it was characterized for disposal. Eagle provided transportation and disposal services for all waste removed from the site. Following confirmatory sampling, Eagle backfilled and compacted the excavation.

##### **Parsons – USACE; Red River Army Depot; Firing Range Remediation, New Boston, Texas**

Project manager for the remediation of metals contaminated soil. The project consisted of clearing, soil excavation, screening, stabilization, transportation, disposal and construction of an on-site low level waste cell. Following remediation activities Eagle backfilled the excavations and placed a vegetative cover over the disturbed areas.



**Will Blevins**  
**Director of Operations – Central Region**  
**Pacific West, LLC**  
**October 2017 – Present**

Mr. Blevins served as an estimator and project manager for Eagle Remediation and Demolition Services from 2017-2023. When Eagle and Pacific West merged in 2023, he was appointed to his current role. He has accumulated 14 years of project management experience at Pacific West, Eagle, and prior experiences. Mr. Blevins has extensive experience with generating accurate estimates, writing proposals/ contracts, guiding personnel on complex tasks, interpreting and relaying of information in architectural and engineering drawings, high level decision making, planning and realization of multi-step projects, development of Job Safety Analysis, process mapping, implementation of health and safety plans, employee training, quality control and scheduling.

As the Director of Operations, Mr. Blevins' daily activities include conducting progress evaluations, communicating expectations to personnel, scheduling personnel and equipment, project financial reviews and decisions, establishing lines of communication with clients, and maintaining documentation of multiple jobsite statuses. Mr. Blevins reports directly to the Sr. Vice President and works closely with multiple Project Managers to complete each project safely, on schedule, and within budget.

**Project History Highlights**

**TEPA – Oglala Dam Reconstruction – Oglala, South Dakota**

Pacific West was selected to perform the demolition, excavation, backfill and drainage system on the Oglala Dam Remediation for the Bureau of Indian Affairs. The scope of work includes 380,000 cubic yards of excavation, demolition of existing dam spillway and gate house, backfilling approximately 280,000 cubic yards of compacted fill to make the new dam face, installing drainage infrastructure on the new dam face and building access roads on both sides of the dam. The work is to take place while maintaining the flow of the existing river through the construction site. The water was diverted through the site with large HDPE piping, pumps were used at key points to control heavy flow days and to allow dewatering along the banks to get equipment close enough to divert the water. Cofferdams were installed upstream and downstream to protect the work area from a 100-year flood event. Demolition of the dam spillway and outflow structure necessitated working in the native river bank. Controls were put in place to protect vegetation and stream banks outside of work limits. Temporary access into the river was put in place and removed once demolition was completed.

**Oldcastle Building Envelop – Industrial Site Remediation and Demolition – Terrell, TX**

Estimator and Project Manager for site remediation activities for this client at their industrial metal etching bath facility. Utilizing an air mover and vacuum boxes, we removed the sludge and liquid waste from the wastewater treatment tanks, concrete/fiberglass etching tanks and pit, and associated trenches. This waste was sampled, profiled, and manifested into an approved landfill. Utilizing excavators equipped with demolition attachments, we demolished the etching tanks/pit, associated piping, wastewater treatment tanks, scrubbers, and an overhead gantry crane. Debris was loaded into dump trucks and hauled to a landfill for disposal. After demolition, we provided the equipment, labor and materials to backfill and compact the pit and trench areas to the client's specifications. The project involved removing ~1400 CY of sludge waste material and debris from inside a warehouse facility within the projects schedule and budget.



**Logan Waresback**  
**Estimator / Project Manager**  
**Pacific West, LLC**  
**May 2020 – Present**

Mr. Waresback serves as an estimator and project manager for Pacific West, LLC. He has ten years of management experience at Pacific West and prior roles. Mr. Waresback has experience with generating accurate estimates, writing proposals/contracts, guiding personnel on complex tasks, high level decision making, planning and realization of multi-step projects, development of Job Safety Analysis, logistics coordination, implementation of health and safety plans, employee training, trucking, equipment operations and maintenance, quality control and scheduling.

As a Project Manager, Mr. Waresback's daily activities include conducting progress evaluations, communicating expectations to personnel, establishing lines of communication with clients, and maintaining documentation of jobsite status. Mr. Waresback reports directly to the General Manager and works closely with the client and Pacific West's site supervisor to complete each project safely and on schedule.

#### **Project History Highlights**

##### **TCEQ/ AECOM – Marshall Wood Preserving State Superfund Site Removal Action - Marshall, TX**

Estimator and Project Manager the site remediation efforts for the TCEQ at the Marshall Wood Preserving State Superfund Site. Prior to mobilizing, Pacific West drilled the site and profiled the waste into the appropriate landfill. Prior to the removal efforts, Pacific West constructed a road to provide truck and equipment access to the waste area. Pacific West's personnel successfully excavated, transported and disposed of 7,900 Tons of Class 1 waste as well as 305,000 gallons of rainwater, which was recycled at a water treatment facility. Pacific West backfilled the excavation with over 9,000 CY of select fill. The excavation was dressed with twelve inches of topsoil and seeded with a native grass seed mixture.

##### **Union Pacific Railroad - Various Demolition and Asbestos Abatement Projects- Multiple Locations in TX**

Mr. Waresback has estimated and managed multiple abatement and demolition projects for Union Pacific Railroad during his time at Pacific West LLC. These projects range from small NESHAP abatements to large multi-phase, multi-building abatements, demolitions, and remediation areas.

##### **TCEQ/ AECOM – Baily Metal Processors Proposed State Superfund Site Remediation – Brady, TX**

Site supervisor for the remediation of contaminated debris and soil. Constructed, inspected, and maintained erosion and sedimentation controls throughout the project. Metals contaminated soil were excavated, stockpiled, and sampled for waste characterization. This project consisted of cleansing the debris onsite, excavating, stabilization of soil, profiling, manifesting transportation, and disposal. Total waste material managed throughout 3 phases was approx. 14,300 CY.

##### **Penske/GHD – UST Removal, Penske Truck Rental – San Antonio, TX**

Estimator and Project Manager for the removal of underground storage tanks and associated infrastructure. This project involved saw cutting and removing concrete, excavating and stockpiling soil, removing (4) 12,000-gallon diesel UST's and (1) 6,000-gallon UST. Tanks were removed and disposed of and confirmation samples were taken per TCEQ protocol. Excavations were backfilled with certified clean fill and compacted to Standard Proctor. Surface restoration included pouring concrete to match the existing slab.N 4.

## SECTION 6: Relevant Projects for the Project Team

UES and Pacific West have the specialized experience and technical expertise to complete the Scope of Services necessary for this contract. Included in this Section are recent examples of similar projects completed on time and on budget by the Project Team.

The projects were selected based on the type of service, type of site (i.e. firing range), type of chemical of concerns (arsenic and lead), or were located in the Dallas/Fort Worth Metroplex.

## FORMER EL RANCHO CIMA FIRING RANGES

WIMBERLY, TEXAS

### PROJECT DESCRIPTION

UES was initially retained by Boy Scouts of America Sam Houston Area Council to review historical assessment documentation and develop a strategy to ready the 2,400-acre property for sale and redevelopment. Previous assessment identified the former small arms and rifle ranges as areas of concern. UES conducted additional soil assessment and developed site specific background concentrations for RCRA metals (arsenic and lead) to refine the areas of concern. The entire property was sold and as part of the transaction. UES completed a Phase I ESA for the new owner. The property was then subdivided further for sale. UES completed soil remediation at the former River Camp Small Arms range in 2019. Approximately 198 cubic yards of lead and arsenic impacted soil were treated with a proprietary soil stabilization material to eliminate the hazardous characteristic from the soil thus meeting the leaching criteria prior to offsite disposal at an approved landfill facility.

UES was retained by another new owner in 2021 to remove a previously unregistered underground storage tank (UST) and to conduct soil stabilization at a second small arms range. UES completed a Phase I ESA for both a 430-acre and 250-acre tract at the subject property. The scope of work on the 430-acre tract included the Phase I ESA, asbestos assessment in former buildings associated with operation of the Boy Scout ranch, and removal and assessment of the UST. The 1,000-gallon tank was removed in April 2021. Tank removal activities were completed following the TCEQ guidance outline in RG-411. A Release Determination Report was submitted to the TCEQ documenting a release had not occurred. The TCEQ concurred no further action was required in September 2021.

UES completed a second soil remediation at the former Horseshoe Small Arms range in 2022. Approximately 175 cubic yards of lead and arsenic soil were treated with a proprietary soil stabilization material to eliminate the hazardous characteristic from the soil thus meeting the leaching criteria prior to offsite disposal at an approved landfill facility.

#### Scope of Services:

- Small Arms and Rifle Ranges
- Developed Site Specific Background for arsenic and lead
- Soil Remediation of lead and arsenic
- Soil Stabilization
- Soil excavation and removal
- UST Removal- NFA
- Prepared RDR

#### Client:

Clinard Properties

#### Reference:

Mr. Mike Clinard

Clinard Properties

Email: [mike@clinardproperties.com](mailto:mike@clinardproperties.com)

Phone: 713-208-7171

#### Start/Completion Date:

June 2018 – April 2022

(3 years, 10 months)



## Tracer & Vulcan Firing Range Remediation (PACIFIC WEST)

### PROJECT DESCRIPTION

Pacific West performed the remediation of two firing ranges at the Red River Army Depot. Phase one included the demolition of a metal enclosure which covered the range backstop. The metal enclosure was processed and transported to a metal recycling facility.

Once the enclosure had been removed, Pacific West excavated the contaminated soil, segregating the soil based upon the locations and various levels of contaminants as identified by the engineer. Samples were collected of the soil by the engineer and based upon those results a treatment method was established to stabilize the soil. Pacific West incorporated a stabilization agent into the soil. Following stabilization, additional samples were collected to confirm the stabilization achieved the desired results. The soil stabilization was effective and allowed the soil to be classified as class II non-hazardous waste.

Phase two consisted of remediation of the second and larger firing range. This site included the excavation, segregation, screening and stabilization of several thousand cubic yards of soil. Additionally, Pacific West constructed a cell where low level impacted soils were deposited. Following the placement of the impacted soils, the area was graded to the engineer's design and geotextile fabric was installed Over the cell. Pacific West placed gravel over the footprint of the waste cell to stabilize the surface.

Once the soil had been stabilized it was transported to an approved disposal facility. Following the removal of the contaminated soil, Pacific West backfilled the excavations, spread seed, installed permanent erosion control features, fencing and warning signs. The project was completed safely, ahead of schedule and under budget. future use. Gravel was hauled to the site and graded over the disturbed areas. All work was completed on schedule.

### Scope of Services:

- Cleaning debris onsite
- Soil Excavation
- Soil Stabilization
- Soil Profiling
- Waste Characterization
- Transportation
- Hydroseeding

### Client:

USACE





## FORMER SMITH INDUSTRIES

HOUSTON, TEXAS

### PROJECT DESCRIPTION

UES (Prime) provided site assessment, investigation, and removal action services for a property previously owned by Smith Industries. The property was subdivided into a north and south tract, and UES was hired in 2015 to help with closure activities on the southern tract and in 2017 to assist with closure activities on the northern tract. The project involved assessing and delineating contaminants of concern (COCs) in soil and groundwater and developing a strategy to obtain regulatory closure under the TRRP. The final VCP Certificate of Completion was issued in October 2020.

The assessment involved characterizing soil across the property using over 80 shallow soil borings. The soil and groundwater were found to be contaminated with VOCs, RCRA metals, and TPH. A comprehensive groundwater monitoring well network was installed across both north and south tracts to evaluate groundwater in the perched, first and second groundwater bearing units. The primary COCs in groundwater were TCE, cis-1,2-DCE, vinyl chloride and 1,1-DCE.

UES prepared and submitted applications for a Municipal Setting Designation (MSD) for the property, which was issued in February 2019, eliminating the groundwater ingestion pathway from further consideration. Four areas of concern across the property with metals impacted soil were excavated and removed from the property between December 2019 and March 2020, totaling 4,750 cubic yards of soil. Confirmation sampling indicated the remaining COCs in soil were less than the critical PCLs.

In summary, the primary COCs included VOCs, metals, and TPH in soil and VOCs in groundwater. Affected soil was addressed through a removal action, while VOCs and TPH in soil and groundwater were addressed through implementation of the MSD. UES remained in frequent contact with the TCEQ, regularly reviewed subcontractor invoices, and invoiced the client regularly.

#### Scope of Services:

- Phase I and II Environmental Site Assessments
- Well Installation
- Groundwater and Soil Collection and analysis
- Soil Removal
- Primary COCs included VOCs (TCE, cis-1,2-DCE, vinyl chloride and 1,1-DCE) in groundwater and VOCs, metals (arsenic, lead, and zinc), and TPH in soil.
- Report Preparation
- Site Closure through VCP
- MSD Preparation and Approval

#### Client:

KCH Holdings

#### Reference:

Mr. Philip Kochman

KCH Property Holdings, LLC

12012 Wickchester Ln,

Ste 150,

Houston, TX 77079

Email: [pjkochman@kdclaw.com](mailto:pjkochman@kdclaw.com)

Phone: 713-871-2490

#### Fee:

\$644,855



## CONFIDENTIAL RESIDENTIAL DEVELOPER

CRANDLE, TEXAS

### PROJECT DESCRIPTION

In June 2021, UES conducted a Phase II Environmental Site Investigation (ESI) along with the completion of the Phase I Environmental Site Assessment (ESA) of a 500-acre property. The objective was to re-evaluate the impacts identified in another consultant's Phase II ESI near a former burn-pit/dumping area and evaluate the historic on-site operations related to the on-site Thunderbird Speedway. The results of the ESI indicated that target chemicals of concern (COCs) were not detected in on-site soils at concentrations above Texas Risk Reduction Program (TRRP) Action Levels, except for arsenic and lead concentrations in surface soils at the burn pit/dumping area. UES estimated the extent of the elevated arsenic and lead concentrations to include a maximum area of approximately 50 feet by 50 feet by 1.0 feet deep.

UES remobilized to the property in August 2022 to oversee excavation activities regarding the estimated affected area. Five (5) confirmation samples were taken in the excavation area and were analyzed for arsenic and lead.

Elevated concentrations of lead and arsenic were exhibited in the confirmation samples, leading to an expansion of the scope of excavation. During excavation activities, two additional burn pit/dumping areas were identified.

Based on the proposed land use (i.e., Residential), a response action was warranted to address the lead RAL/Critical PCL Exceedance Zone in surface soil. Between September 2022 and December 2022, arsenic and lead impacted soils were excavated and temporarily stored on-site pending laboratory analysis. The excavated soils were relocated to a stockpile adjacent to excavation Area 1, where they were treated for metals stabilization and subsequently sampled for waste characterization and landfill approval.

Initial surface water samples collected from the pond indicated lead concentrations were above TRRP Tier 1 Residential <sup>GW</sup>GW<sub>Ing</sub> PCLs. The pond surface water was treated with calcium oxide, monocalcium phosphate, and lime in order to raise the pH and facilitate the precipitation of metals, specifically lead. The earthen dam was breached, and the lead-affected pond sediments were allowed to dry. The affected pond sediments were excavated and removed to native soils, and the impacted materials were added to the existing stockpile for treatment.

A total of 52 discrete soil progress and/or confirmation samples were collected following completion of the excavation activities. Additional target COCs were not identified in on-site soils at concentrations above TRRP RALs.

#### Scope of Services:

- Small Arms and Rifle Ranges
- Developed Site Specific
- Background for arsenic and lead
- Soil Remediation of lead and arsenic
- Soil Stabilization
- Soil excavation and removal
- Prepared RDR

#### Client:

Confidential Residential Developer

#### Reference:

Available upon request.

#### Remediation Costs:

\$300-\$350K and TCEQ Consulting services were \$100K



## Bailey Metals TCEQ Superfund Site (Pacific West)

Brady, TEXAS

### PROJECT DESCRIPTION

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Phase 1 (2019) - This project consisted of cleansing the debris onsite, excavating, stabilization of soil, profiling, manifesting transportation, and disposal. Total waste material managed was approx. 4,600 CY. Contract Value Approx. \$530,000.00

Phase 2 (2020)– Pacific West temporarily removed multiple sections of the chain link fence bordering the Bailey Metals Processors (BMP) site where vegetation was cleared within the limits of construction and relocated the waste to the BMP site. Pacific West constructed, inspected, and maintained erosion and sedimentation controls throughout the project. Metals contaminated soil were excavated, stockpiled, and sampled for waste characterization. The waste was loaded, transported, and disposed of at approved landfills. Clean backfill and topsoil were imported to replace the excavated material. Pacific West finished the project by hydroseeding the areas within the limits of construction. Total waste removed was 2300 tons of Class I, 2000 Tons of Class II and 140 Tons of Haz. Contract Value Approx. \$612,000.00

#### Scope of Services:

- Cleaning debris onsite
- Soil Excavation
- Soil Stabilization
- Soil Profiling
- Waste Characterization
- Transportation
- Hydroseeding

#### Client:

AECOM

#### Start/Completion Date:

2019-2020

## SECTION 7: LIST OF PROJECT REFERENCES

*Provider shall provide at least three project references*

#### **Company and Contact Information**

Clinard Holdings LLC

Mr. Mike Clinard / 713-208-7171/ mike@clinardproperties.com

#### **Contact Contract/Project Value**

\$129,000

#### **Contract Date**

2020-2024

#### **Brief Description of Service Provided**

UES conducted site assessment of former shotgun and small arms ranges at the former El Rancho Cima Boy Scout of America Camp. The assessment concluded soil in the floor and backstops of the rifle ranges were impacted with lead. After the property was sold, the former rifle ranges were remediated to promote redevelopment of the property. Lead and arsenic impacted soil was stabilized on site with Blastox® to reduce metals concentrations to meet non-hazardous disposal limits. This action decreased the overall cost of the project. Two small arms ranges were remediated with a total of 373 cubic yards of soil disposed. The future use of the property is residential and nature preserve.

#### **Company and Contact Information**

Caspian Enterprises / 101 Crawford St #100, Houston, TX 77002

Mir Azizi, PE / 713-802-1700 / mirazizi@casianhomes.com

#### **Contract/Project Value**

\$850 K

#### **Contract Date**

2013-2023

#### **Brief Description of Service Provided**

This site used to be a place where they made a toxic pesticide from arsenic, and there was also a dry cleaning and solvent company, and a construction company. There used to be train tracks on the site that were used from the 1920s to the 1970s to bring in materials for the pesticide company. The site had nine underground tanks. The soil and water had high levels of arsenic. There were also chlorinated solvents and petroleum products in the groundwater. UES was hired to evaluate the site and develop a plan to clean it up. They did this by taking samples, digging small holes in the ground, and installing monitoring wells to see how far the contamination had spread. They used polysulfides to remove the arsenic from the shallow soil, but it didn't work for the groundwater. They also found high levels of fuel-related compounds and chlorinated solvents. To deal with this, they worked with the City of Houston and the Texas Commission on Environmental Quality (TCEQ) to establish a Municipal Setting Designation (MSD) for the site.

#### **Company and Contact Information**

TCEQ Dry Cleaner Remediation Program / 12100 Park 35 Circle, Austin, TX 78753

Mr. Christopher Moore, P.G. / 512-239-4024 / christopher.moore @tceq.texas.gov

#### **Contract/Project Value**

\$1-1.5 Million

#### **Contract Date**

2021-Present

#### **Brief Description of Service Provided**

An investigation was conducted by UES at the Como Cleaners site as directed by the TCEQ Dry Cleaner Remediation Program. The investigation revealed that the shallow soils behind the dry cleaner were contaminated with chlorinated solvents. In response, a soil excavation was carried out to eliminate the potential for future vertical leaching of the contaminant mass to groundwater. The excavation was 15-feet by 15-feet, reaching a depth of approximately 7-feet below grade. Approximately 55 cubic yards of material were excavated and disposed of at an approved landfill site. The excavation was backfilled with select fill, compacted and reinforced with rebar grid before being concreted back to grade.



**Company and Contact Information**

RP Texas Mgt, LLC / 12342 Inwood Rd., Dallas, TX 75244

Elizabeth Rader, Manager, Owner / 972-392-7500 / erader@rptexas.com

**Contract/Project Value**

Various: \$3,500 to \$85,000

**Contract Date**

On-going Consulting Services

**Brief Description of Service Provided**

Over the last 20 years UES has provided environmental consulting services on numerous projects in the Dallas/ Ft. Worth Area. The Sites have many been gas stations and former bulk storage facilities. UES has obtained LPST closure on numerous sites, obtained MSDs and has helped with interpretation of hazardous waste date and course of action in connection with sale of properties. Projects completed have included groundwater investigations, installation of soil borings, installation of groundwater monitoring wells and sampling.

**Company and Contact Information**

Orchard Management Services, LLC

Mr. Jay Case / 312-607-0428 / jcase@orcharddevelopmentgroup.com

**Contract/Project Value**

Pending approval of RAP

**Contract Date**

2022-2024

**Brief Description of Service Provided**

A former dry-cleaning facility located in Fort Worth, TX, was assessed by UES Professional Solutions. The property had underground storage tanks and a small auto repair facility. The site is currently developed with a warehouse building. Soil and groundwater samples were analyzed, and the site is classified as a low yield Class 3 Groundwater Resource. The site was enrolled in the Voluntary Cleanup Program and the Petroleum Storage Tank Program. Soil excavations are planned for areas with elevated levels of chlorinated solvents. All onsite buildings will be demolished before the start of response actions, and soil will be treated with potassium permanganate. A Response Action Completion Report will be prepared, and the site will be requesting a Remedy Standard A closure. The future use of the property will be multi- family residential.

**Company and Contact Information**

Urban Genesis

Mr. Charlie Pendergraft / UG Old Hardy, LP / 832-594-7437 / charlie@urban-genesis.com

**Contact Contract/Project Value****Contract Date**

2020-2024

**Brief Description of Service Provided**

UES conducted an assessment of a property owned by UG Old Hardy, LP. The property has a history of being residential until the 1960s when it was developed into a commercial business that supported sales and distribution of oilfield equipment. Adjacent to the property was a railroad maintenance facility and switching yard. The assessment revealed the presence of chlorinated solvents in groundwater and lead and arsenic in soil, which originated from the neighboring railroad operations. The property was enrolled in the Texas Voluntary Cleanup Program in 2020. In order to address the groundwater impact, a Municipal Setting Designation was pursued, which prohibits the use of groundwater on the property as a source of potable water. The soil contamination was addressed by excavating the impacted areas that would not be covered by a building, while areas that would be covered by a building were capped with the building slab/foundation to prevent public exposure. A total of 1,153 tons of soil was disposed of at an approved landfill facility. The property is expected to receive the final Certificate of Completion from the TCEQ in the first quarter of 2024.

## **SECTION 8:**

# **Licenses and Certifications**



**Texas Board of Professional  
Engineers and Land Surveyors**

**CERTIFICATE OF REGISTRATION**

*This acknowledges that*

***UES Professional Solutions 64, LLC***  
*InControl Technologies*

**has fulfilled the requirements of the Texas Board of Professional Engineers  
and Land Surveyors to offer and perform engineering services in the state of Texas.**

**Registration Number**  
**F-2430**

**Expiration Date**  
**12/31/2025**



Please print this page and cut out the certificate below.

NOTE: Print using **landscape mode** for best results.

[\(close page after printing\)](#)

Instructions on how to print in landscape vary based on your browser and your printer. We suggest clicking on your browser's "**File**" menu and selecting "**Print Preview**", then orienting the page to landscape by using the buttons on the top of the Preview page.





Texas Behavioral Health Executive Council  
Texas Board of Professional Geoscientists  
Texas Funeral Service Commission  
Texas Optometry Board  
Texas State Board of Dental Examiners  
Texas State Board of Pharmacy  
Texas State Board of Plumbing Examiners

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License / Registration Details

Press "Search Results" to return to the Search Results list.  
Press "New Search Criteria" to do another search of this type.  
Press "New Search" to start a new search.

License Number: 50041 Current Date: 12/02/2024 01:45 PM

Name: UES PROFESSIONAL SOLUTIONS 64, LLC DBA INCONTROL TECHNOLOGIES, LLC  
License Type: Geoscience Firm  
License Status: Current  
Expiry Date: 11/30/2025  
First Licensure Date: 11/14/2006

Practice Area	Comment
ESAs/Remediation Evaluation/Monitoring Soil Characterization and Classification	Environmental Site Assessments, Soil and Groundwater Remediation, Groundwater Classification Studies, and Risk Assessments

Addresses

Main Address	Address	14731 PEBBLE BEND DR HOUSTON , TX HARRIS 77068 US <a href="#">View on a map</a>
	Phone Number:	(281) 580-8892
	Email:	RHARDING@TEAMUES.COM

Disciplinary Actions

There are NO disciplinary actions against the license.

Disciplinary Actions

Date of Action:	Action(s):	Action Start Date	Action End Date
Authorized Official			
Licensee's Role:	Firm		
Related Party Role:	Authorized Official		
Related Party Name	License Type	Address	
HARDING, ROSALIE		DALLAS 75229	

[Search Results](#) [New Search Criteria](#) [New Search](#) [Print](#)



96738

EAGLE REMEDIATION AND DEMOLITION SERVICES

Solid Waste Registration Number: 96738

EPA Id: TXR000084175

Company Name: Eagle Remediation and Demolition Services, LLC

Site Name: EAGLE REMEDIATION AND DEMOLITION SERVICES

Site Location: ANDERSON, MARK

Primary Contact: 3131 E HIGHWAY 199

Mailing Address: 3131 E HIGHWAY 199

SPRINGTOWN, TX 76082-6894

Region: 4

County: 184 PARKER

Land Type: Private

Title: PRESIDENT

Site Street Address: 3131 E HIGHWAY 199

SPRINGTOWN, TX 76082

Initial Registration Date: 01/01/2017

Last Amendment Date: 01/01/2017

Last Date NOR Computer update: 06/13/2017

Phone: 214-884-2096

Registration Status: Active

Registration Type: Transporter

Generator Type:

Receiver Type:

Transporter Type: FOR HIRE

Transport Wst Class: H 1

Reporting Method: PAPER

Hazardous Waste Generation Status:

Universal Waste Activity:

Large Quantity Handler of Universal Waste (you accumulate 5,000 kg or more): No

Type(s) Managed:

Destination Facility for Universal Waste: No

NAICS Code: 562910 Remediation Services

Tax Identification #: 32044692583

Handler Status:

Operator Information

Name: Eagle Remediation and Demolition Services, LLC

Phone: 214-884-2096

Address: PO BOX 70

AZLE, TX 76098-0070

Owner Information:

Name: Eagle Remediation and Demolition Services, LLC

Phone: 214-884-2096

Address: PO BOX 70

AZLE, TX 76098-0070

Other Contact: Manager, Environmental

Mailing Address: PO BOX 70

AZLE, TX 76098-0070

Role: IHW: Owner Contact

Phone: 214-884-2096

As of 01/01/2017 -

The next unassigned sequence number for WASTES is 0001 and  
The next unassigned sequence number for UNITS is 001

\*\*\* TEXAS COMMISSION ON ENVIRONMENTAL QUALITY \*\*\*  
Notice of Registration  
Industrial and Hazardous Waste

96738 EAGLE REMEDIATION AND DEMOLITION SERVICES

\*\*\*\* WASTE INFORMATION \*\*\*\*

Texas Waste Code	Waste Class	Status	Date of Status	Managed Onsite/ Offsite	Radio- active	TCEQ Audit Complete
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\*\* No Longer Generated Wastes \*\*

As of 01/01/2017, The next unassigned sequence number for WASTES is 0001

\*\*\*\* UNITS AT THIS SITE MANAGING WASTE \*\*\*\*

Unit Number	Unit Type	Unit Status	Date of Status	Classes of Waste Managed in Unit Onsite / Offsite	Unit Permit Number	Unit # on Permit	Regulatory Status	Deed Recording Needed/Date
----------------	--------------	----------------	-------------------	---	--------------------------	------------------------	----------------------	-------------------------------

As of 01/01/2017, The next unassigned sequence number for UNITS is 001

**TCEQ Accreditation Certificate**

Eurofins Houston

State Lab ID: T104704215

**Document ID: TX-C24-00243**

Effective Date: 07/01/2024

Expiration Date: 06/30/2025



Texas Commission on  
Environmental Quality

## Certificate of Accreditation



*Accreditation is hereby granted to*

### **Eurofins Houston**

4147 Greenbriar Dr.  
Stafford, TX 77477

State Lab ID: T104704215  
Effective Date: 07/01/2024  
Expiration Date: 06/30/2025  
Document ID: TX-C24-00243

### **Conditions of Accreditation**

This laboratory has been found to conform with TCEQ rules and applicable standards for laboratory accreditation. The scope of accreditation is limited to the Fields of Accreditation (FoA) specifically listed on the subsequent page(s) of this certificate. Accreditation is for all version of a method approved per 40 CFR 136, 40 CFR 141, and/or 40 CFR 143. Continued accreditation requires ongoing compliance with all applicable standards and requirements.

Note: For the attached FoA table, matrices may include DW (drinking water), NPW (non-potable water), S (solid and chemical materials), A (air), and/or BT (biological tissue).

A handwritten signature in black ink, appearing to read "K Keel".

Issued By: Kelly Keel, Executive Director Texas Commission on Environmental Quality  
Date Issued: 07/01/2024

**TCEQ Accreditation Certificate**

Eurofins Dallas

State Lab ID: T104704295

Document ID: TX-C24-00241

Effective Date: 07/01/2024

Expiration Date: 06/30/2025



Texas Commission on  
Environmental Quality

## Certificate of Accreditation



*Accreditation is hereby granted to*

### **Eurofins Dallas**

9701 Harry Hines Boulevard  
Dallas, TX 75220-5441

State Lab ID: T104704295  
Effective Date: 07/01/2024  
Expiration Date: 06/30/2025  
Document ID: TX-C24-00241

### **Conditions of Accreditation**

This laboratory has been found to conform with TCEQ rules and applicable standards for laboratory accreditation. The scope of accreditation is limited to the Fields of Accreditation (FoA) specifically listed on the subsequent page(s) of this certificate. Accreditation is for all version of a method approved per 40 CFR 136, 40 CFR 141, and/or 40 CFR 143. Continued accreditation requires ongoing compliance with all applicable standards and requirements.

Note: For the attached FoA table, matrices may include DW (drinking water), NPW (non-potable water), S (solid and chemical materials), A (air), and/or BT (biological tissue).

A handwritten signature in black ink, appearing to read "K Keel".

Issued By: Kelly Keel, Executive Director Texas Commission on Environmental Quality  
Date Issued: 07/01/2024



# Sample Work Product

.



**Formerly InControl Technologies**

**Limited Phase II Environmental Site Assessment**

**6735 E Orem Drive & 0 Foxton Road  
Houston, Harris County, Texas 77048**

**Prepared For:**

**Urban Meridian Group, Inc  
4808 Gibson Street, Suite 300  
Houston, Texas 77007**

**February 6, 2025**

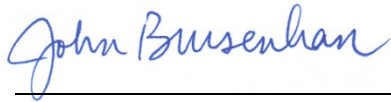
This Phase II Environmental Site Assessment Report has been reviewed and has been found to be in general conformance with standard industry professional practices.



Lauren M. Grawey, P.G.  
Senior Project Advisor  
Professional Geoscientist 11620



2/6/2025



John D. Brusenhan, P.E.  
Senior Project Advisor  
Professional Engineer 81007

Texas Registered Geoscience Firm No. 50041  
Texas Registered Engineering Firm No. F-2430



## Exhibit G

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

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

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

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

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

UES Professional Solutions 64, LLC

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

**4 ☒ I have no Conflict of Interest to disclose.**

**5** Christine Peach  
Signature of vendor doing business with the governmental entity

2/11/2025

Date

## Certificate Of Completion

Envelope Id: FD58BBD1-10C8-43E1-A0E3-562A5C8DAA31

Status: Sent

Subject: Please DocuSign: City Council Contract 8726 Soil Excavation and Disposal from Outdoor Gun Range

Source Envelope:

Document Pages: 94

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christina Dormady

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

christina.dormady@cityofdenton.com

IP Address: 10.104.81.137

## Record Tracking

Status: Original

Holder: Christina Dormady

Location: DocuSign

4/24/2025 8:55:00 AM

christina.dormady@cityofdenton.com

## Signer Events

### Signature

### Timestamp

Christina Dormady

**Completed**

Sent: 4/24/2025 9:07:38 AM

christina.dormady@cityofdenton.com

Viewed: 4/24/2025 9:07:51 AM

Buyer

Signed: 4/24/2025 9:08:28 AM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell



Sent: 4/24/2025 9:08:31 AM

lori.hewell@cityofdenton.com

Viewed: 4/24/2025 9:34:46 AM

Purchasing Manager

Signed: 4/24/2025 9:36:27 AM

City of Denton

Security Level: Email, Account Authentication  
(None)

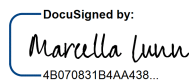
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Using IP Address: 198.49.140.10

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn



Sent: 4/24/2025 9:36:30 AM

marcella.lunn@cityofdenton.com

Viewed: 4/25/2025 11:54:12 AM

Senior Deputy City Attorney

Signed: 4/25/2025 11:57:01 AM

City of Denton

Security Level: Email, Account Authentication  
(None)

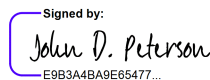
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### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

John D. Peterson



Sent: 4/25/2025 11:57:03 AM

jpeterson2@teamues.com

Viewed: 4/28/2025 9:42:07 AM

Senior VP Environmental Services

Signed: 4/28/2025 9:42:59 AM

Security Level: Email, Account Authentication  
(None)

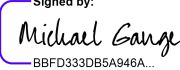
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Using IP Address: 216.201.220.122

### Electronic Record and Signature Disclosure:

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ID: 81e2b2b1-b7e5-49ba-8435-1e436a425e19

Signer Events	Signature	Timestamp
Michael Gange michael.gange@cityofdenton.com Director of Environmental Services & Sustainability Security Level: Email, Account Authentication (None)	<div>Signed by:  BBFD333DB5A946A...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</div>	Sent: 4/28/2025 9:43:02 AM Viewed: 4/28/2025 9:52:56 AM Signed: 4/28/2025 9:54:34 AM

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Accepted: 4/28/2025 9:52:56 AM  
ID: e8dcfe13-e889-4549-9877-6d3c967bfcc6

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

Sent: 4/28/2025 9:54:36 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sara Hensley  
sara.hensley@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lauren Thoden  
lauren.thoden@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

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

**COPIED**

Sent: 4/24/2025 9:08:31 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

**COPIED**

Sent: 4/28/2025 9:54:36 AM  
Viewed: 4/28/2025 10:09:01 AM

Carbon Copy Events	Status	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Michael Gange michael.gange@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 4/28/2025 9:52:56 AM ID: e8dcfe13-e889-4549-9877-6d3c967bfcc6		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/24/2025 9:07:38 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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](mailto:melissa.kraft@cityofdenton.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

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

**Acknowledging your access and consent to receive materials electronically**

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

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

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
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