

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SWCA, INCORPORATED DBA SWCA ENVIRONMENTAL CONSULTANTS, FOR ASSISTANCE IN THE SOUTHRIDGE NEIGHBORHOOD HISTORIC RESOURCE SURVEY ON BEHALF OF THE CITY OF DENTON FOR THE PLANNING DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8603 – PROFESSIONAL SERVICES AGREEMENT FOR SURVEYING SERVICES AWARDED TO SWCA, INCORPORATED DBA SWCA ENVIRONMENTAL CONSULTANTS, IN THE NOT-TO-EXCEED AMOUNT OF \$89,990.39).

WHEREAS, SWCA, INCORPORATED dba SWCA Environmental Consultants, the professional services provider (the “Provider”) set forth in this ordinance, is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

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

WHEREAS, the fees under the proposed contract are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees published by the professional associations applicable to the Provider’s profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is authorized to enter into the service contract attached hereto with SWCA, INCORPORATED dba SWCA Environmental Consultants, for assistance in the Southridge Neighborhood Historic Resource Survey on behalf of the City of Denton for the Planning Department.

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

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

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

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

approval.

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

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

PASSED AND APPROVED this the _____ day of _____, 2025.

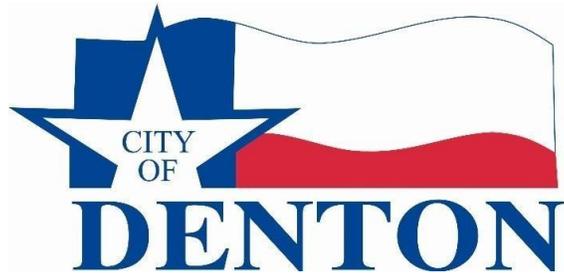
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  _____



DocuSign City Council Transmittal Coversheet

RFQ	8603
File Name	Southridge Neighborhood Historic Resource Survey
Purchasing Contact	Christina Dormady
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
FILE 8603**

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT (the "Agreement") is made and entered into on _____, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and SWCA, INCORPORATED dba SWCA Environmental Consultants, with its corporate office at 20 E Thomas Road, Suite 1700, Phoenix, AZ 85012, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

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

ARTICLE I
CONSULTANT AS INDEPENDENT CONTRACTOR

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

The Project shall include, without limitation, Southridge Neighborhood Historic Resource Survey, as described in **Exhibit A**, which is on file at the purchasing office and incorporated herein (the "Project").

ARTICLE II
SCOPE OF BASIC SERVICES

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

- A. The CONSULTANT shall perform all those services as necessary and as described in the OWNER's RFQ 8603 – Southridge Neighborhood Historic Resource Survey, which is on

file at the purchasing office and made a part hereof as **Exhibit A** as if written word for word herein.

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

ARTICLE III **ADDITIONAL SERVICES**

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

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

ARTICLE IV
TIME OF COMPLETION

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

ARTICLE V
COMPENSATION

A. COMPENSATION TERMS:

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

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in **Exhibit B** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed \$89,990.39.

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

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

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

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

ARTICLE VI **OBSERVATION AND REVIEW OF THE WORK**

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

ARTICLE VII **OWNERSHIP OF DOCUMENTS**

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

ARTICLE VIII
INDEMNITY AGREEMENT

THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY THE OWNER, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

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

ARTICLE IX
INSURANCE

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

ARTICLE X
ALTERNATIVE DISPUTE RESOLUTION

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

ARTICLE XI
TERMINATION OF AGREEMENT

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

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

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

ARTICLE XII
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

ARTICLE XIII
NOTICES

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

To CONSULTANT:

SWCA Incorporated dba SWCA
Environmental Consultants

20 E Thomas Road, Suite 1700
PHOENIX, AZ 85012

To OWNER:

City of Denton
Purchasing Manager –File 8603

901B Texas Street
Denton, Texas 76201

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

ARTICLE XIV
ENTIRE AGREEMENT

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of

their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XV
SEVERABILITY

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

ARTICLE XVI
COMPLIANCE WITH LAWS

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

ARTICLE XVII
DISCRIMINATION PROHIBITED

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

ARTICLE XVIII
PERSONNEL

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

ARTICLE XIX
ASSIGNABILITY

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

ARTICLE XX
MODIFICATION

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

ARTICLE XXI
MISCELLANEOUS

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

Exhibit A – RFQ 8603 – Southridge Neighborhood Historic Resource Survey (on file at the purchasing office)

Exhibit B – Consultant’s Scope of Services Offer and Project Schedule, Consultant’s Compensation Rate Sheet

Exhibit C – Consultant’s Insurance Requirements

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

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

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

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

E. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT’s disposal all available information pertinent to the Project, including previous reports, any

other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.

- F. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.
- G. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

ARTICLE XXII
INDEPENDENT CONTRACTOR

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

ARTICLE XXIII
RIGHT TO AUDIT

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

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

ARTICLE XXIV
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXV

PROHIBITION ON CONTRACTS WITH COMPANIES DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

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

ARTICLE XXVI

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

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

ARTICLE XXVII

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS

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

term of the contract against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXVIII

TERMINATION RIGHT FOR CONTRACTS WITH COMPANIES DOING BUSINESS WITH CERTAIN FOREIGN-OWNED COMPANIES

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

ARTICLE XXIX

CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING

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

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

The consultant shall:

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

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

ARTICLE XXX

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as

defined in the City's Ethic Ordinance 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Consultant shall complete and submit the City's Conflict of Interest Questionnaire.

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

CONSULTANT

Signed by:
BY Derek Richard
AUTHORIZED SIGNATURE

Printed Name: Derek Richard

Title: Director - Arlington and Oklahoma

405-535-0826
PHONE NUMBER

derek.richard@swca.com
EMAIL ADDRESS

10691306
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
BY Arlene Negrón
847DCF78EA6043D...

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

Signed by:
[Signature] Scott McDonald
SIGNATURE PRINTED NAME

Director
TITLE

Development Services
DEPARTMENT

Exhibit A

RFQ 8603 – Southridge Neighborhood Historic Resource Survey (on file in the purchasing office)

Exhibit B



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

2201 Brookhollow Plaza Drive, Suite 400
Arlington, Texas 76006
Tel 817.394.6506 Fax 817.394.6516
www.swca.com

PRICING SUBMISSION

December 19, 2024

Cameron Robertson, Historic Preservation Officer
City of Denton Historic Preservation Office
601 East Hickory Street
Denton, Texas 76205

Christina Dormandy, Buyer
City of Denton Contracts & Procurement
901-B Texas Street
Denton, Texas 76209

Re: Southridge Neighborhood Historic Resource Survey / RFQ No. 8603

Dear Cameron Robertson:

SWCA Environmental Consultants (SWCA) is pleased to submit our pricing submission to the City of Denton (City) for the Southridge Neighborhood Historic Resource Survey (project) in Denton, Texas. This modified proposal includes an updated scope of work and schedule for the project. SWCA understands this to be a historic resource survey effort in cooperation with the City's Historic Preservation Office within the City's Department of Development Services, Planning Division, to perform a comprehensive historic resources survey within the Southridge neighborhood of Denton (survey area). Documentation will include a reconnaissance-level historic resources survey of historic-age resources built in or before 1980 to determine eligibility for local designation, as well as eligibility for state designations and/or the National Register of Historic Places per the Denton Development Code (Subsections 2.9.3 and 2.94). The project will develop a historic context report for the survey area, which will inform preservation designation(s), eligibility recommendations, and recommended boundaries for historic districts and/or historic properties.

Our cultural resources staff has expertise in municipal survey planning, comprehensive historic resources surveys, historic resource documentation, historic contexts, and historic preservation planning. We have the availability and local capacity to complete this scope of work in a timely and efficient manner. We are excited about this opportunity to support the City of Denton in the completion of this important surveying effort. Please do not hesitate to contact me with any questions or concerns you have regarding this pricing submission at (737) 219-8388 or by email at Mitch.Ford@swca.com.

Sincerely,

Mitch Ford, M.S.
Project Architectural Historian | Project Manager
Mitch.Ford@swca.com | (737) 219-8388

Derek Richard, M.S.
Office Director, Arlington
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PROJECT METHOD AND APPROACH



Figure 1. Aerial view of the circular subdivision plan of Southridge (Google Earth 2024).

SWCA Environmental Consultants (SWCA) understands the City of Denton (City) is surveying the Southridge neighborhood of Denton, a post-World War II (postwar) neighborhood identified from the 2019 *Denton Historic Preservation Plan*. According to Policy 1.1 of the plan, the City will survey and inventory Denton’s postwar residential neighborhoods. Southridge represents one of these neighborhoods (S7) in its planned layout of large lots along curvilinear streets (Figure 1). Houses within Southridge evoke Mid-Century Modern period styles, commonly found throughout Texas (Figures 2–3). A unique aspect of Southridge is its circular design with streets radiating from its central intersection of Southridge and Pennsylvania Drives. Southridge streets embody common characteristics of postwar neighborhoods, including neighborhood gateways, a forested landscape, and a large curvilinear street network.



Figure 2. A Mansard style house at Stonegate and Pennsylvania Drives (Google Maps 2024).

SWCA understands that this project will evaluate Southridge and its resources for local historic landmark and/or local historic district (per Denton Development Code, Subsections 2.9.3 and 2.9.4), as well as State Antiquities Landmark (SAL), Recorded Texas Historic Landmark (RTHL), and/or National Register of Historic Places (NRHP) eligibility. The project will serve as an archive documentation of the neighborhood that the City may use for future projects, research, and historic preservation planning.



Figure 3. A split-level Contemporary Ranch style house at Ridgecrest Circle and Southridge Drive (Google Maps 2024).

In accordance with the City’s Scope of Work, SWCA will conduct community engagement, complete a historic resources survey methodology and research design, conduct a reconnaissance-level historic resources survey, and develop a historic context report for the project. SWCA proposes to hold the public meeting in-person (with a virtual option) to gather information about the neighborhood. Prior to commencing work on the survey, SWCA will prepare a research design and survey methodology for the project. SWCA will conduct a reconnaissance-level historic resources survey of the designated survey area to evaluate the historic-age (built in 1980 or earlier) resources for local landmark, SAL/RTHL, and NRHP eligibility. Fieldwork will be completed using a Survey 123 form and ArcGIS Field Map. While in Denton, our team will also conduct archival research at local repositories and museums. Following the field deployment, SWCA will import the Survey 123 data into Claris FileMaker for inventory form development. SWCA will develop a survey report with survey results and recommendations. The survey results will include graphs detailing dates of construction, architectural styles, and property types. Our architectural historians will also craft a historic context that will highlight applicable historic themes and guide evaluation efforts.



SCHEDULE

SWCA estimates that the City expects the contract term to be awarded commence in December 2024. Following notice to proceed (NTP), SWCA plans to begin work immediately following the contract commencement by completing the background review, geographic information systems (GIS) needs, public meeting planning, and fieldwork preparation. Depending on the contract start date, SWCA envisions the public meeting, historic resources survey, and in-person archival research to take place in the beginning of 2025. The draft historic context and survey report will be completed during the spring and summer of 2025. The City will review the report in spring 2025, with completion of the project by summer 2025. A tentative schedule of completion dates and key review periods is outlined in Table 1.

Table 1. Proposed Project Schedule

Task	Completion Date
Task 1. Project Management / Background Review	
1.1. Kickoff meeting*	January 10, 2025
1.2 Background review of historic context and other research materials, ArcGIS web map development	January 17, 2025
1.3 Project Methodology, Research Design, and Community Engagement Plan (Includes Public Meeting presentation for City review)	February 7, 2025
1.4 City Review	February 21, 2025
Task 2. First Public Meeting / Preservation Education / Oral History Documentation	
2.1 Public meeting	March 3, 2025
2.2 Oral history interviews**	March 3, 2025 / To Be Determined
Task 3. Historic Resources Survey	
3.1 Historic resources survey and archival research	March 3–7, 2025
3.2 Historic resources survey form completion	May 2, 2025
Task 4. Historic Context / Historic Resources Survey Report	
4.1 First draft	May 2, 2025
4.2 City review (1 month)	June 6, 2025
4.3 Second draft (1 month)	July 11, 2025
4.4 City review (2 weeks)	July 28, 2025
4.5 Final report submission (2 weeks)	August 29, 2025
Task 5. Final Meeting / Continuing Preservation Education	
5.1 Provide meeting materials for City review	August 4, 2025
5.2 City review (2 weeks)	August 18, 2025
5.3 Public meeting	August 22, 2025
5.4 Project completion	August 30, 2025

*Includes biweekly meetings, **As needed. | Note: Schedule is tentative and subject to change.

PROJECT TEAM

SWCA has organized an experienced project team to complete this survey effort. Architectural Historian and Historic Preservation Planner **Mitch Ford**, M.S., will serve as project manager and lead architectural historian. Senior Architectural Historian **Erin Edwards**, M.P.S., will lead quality assurance/quality control (QA/QC) review of all project



deliverables. Architectural Historian **Kelsey Riddle**, M.S.H.P., will lead fieldwork efforts with the support of Mr. Ford. Historian Ms. **Ella Gsell**, M.A., will lead oral history interviews and assist with community engagement and historic context development. All meet the U.S. Secretary of the Interior Professional Qualifications (36 Code of Federal Regulations [CFR] Part 61) for Architectural History and/or History. Assistant Historians **Tyra Brunz**, B.A., and **Overton Lesley**, B.A., will support the project on an as-needed basis. SWCA’s administrative, planning, GIS, and technical editing staff will also support the project. The SWCA Planning Team will assist the historian team with the development of meeting materials for the initial and the final meetings.

AVAILABILITY AND CAPACITY

SWCA has a dedicated team of architectural historians in the South Region who will be able to complete this project. Our Central Texas/Oklahoma team, who is the most familiar with the historical landscape and themes of Denton, will be focused on this important survey effort. Our company has a nationwide team of 20 architectural historians who can remotely assist with projects under our OneSWCA teamworking strategy and to ensure that the City’s project remains on schedule. With our management office in nearby Arlington, we can complete the fieldwork in a timely and efficient manner. We understand the importance of this project and will ensure the deliverable is of the highest quality. Table 2 outlines estimated manpower and personnel for this task for this project.

Table 2. Estimated Personnel

Task and Phase	Personnel and Availability	SWCA Staff Support
Task 1. Project Management / Background Review	Mitch Ford (Project Manager, Architectural Historian) – 100% available throughout the project / 100% project management.	Administrative Team (Accounting, Billing, General Office Administration, Safety)
	Erin Edwards (Deputy Project Manager, Senior Architectural Historian, QA/QC Lead) and Kelsey Riddle (Architectural Historian) – 10%* each for this task	
	Tyra Brunz and Overton Lesley (Support Team)* – 50% each for this task.	GIS Technicians
Task 2. First Public Meeting / Preservation Education / Oral History Documentation	Mitch Ford (Project Manager, Architectural Historian) – 50%	Planning Team Technical Editor
	Ella Gsell (Historian, Oral History Manager) – 50%	
	Tyra Brunz (Meeting Support Team)* – 50%*	
Task 3. Historic Resources Survey	Mitch Ford and Kelsey Riddle (Architectural Historians) – 100% (50% each)	GIS Technicians
	Tyra Brunz (Assistant Staff Architectural Historian)* – 10%	
Task 4. Historic Context / Historic Resources Survey Report	Mitch Ford and Kelsey Riddle (Architectural Historians) – 100% (50% each)	Technical Editor
	Erin Edwards (Senior Architectural Historian) – 10% (QA/QC)	
	Ella Gsell (Historian, Oral History Manager) – 50% (Oral History Reporting)	
	Tyra Brunz and Overton Lesley (Support Team)* – 10%*	
Task 5. Final Meeting / Continuing Preservation Education	Mitch Ford (Project Manager, Architectural Historian) – 100% available throughout the project / 100% project management.	Planning Team Technical Editor
	Erin Edwards (Deputy Project Manager, Senior Architectural Historian, QA/QC Lead) and Kelsey Riddle (Architectural Historian) – 10%* each for this task	
	Tyra Brunz (Meeting Support Team)* – 100%*	

*As needed.



PROPOSED SCOPE OF WORK

SWCA has prepared a preliminary proposed scope of work in accordance with the City's Scope of Work for this project. This scope has five tasks: Task 1) Project Management / Background Review, Task 2) First Public Meeting / Preservation Education / Oral History Documentation, Task 3) Historic Resources Survey, Task 4) Historic Context / Historic Resources Survey Report, and Task 5) Final Public Meeting / Continuing Preservation Education. Each task has subsequent action items within each task.

TASK 1. PROJECT MANAGEMENT / BACKGROUND REVIEW

1.1 PROJECT MANAGEMENT (KICKOFF MEETING AND BIWEEKLY MEETINGS)

Following award and NTP, SWCA will schedule a kickoff meeting between the key project team and the City. During this meeting, SWCA and the City will review the project schedule, identify public meeting details (i.e., location, format, schedule), and exchange information (i.e., GIS shapefiles, City resources, etc.). SWCA will be able to have a kickoff meeting with the Denton Historic Landmarks Commission and the Denton County Historical Commission (CHC), upon request. After this kickoff meeting, SWCA will work with the City to notify the Texas Historical Commission (THC) Surveying Coordinator of this surveying effort to retain a project number for the survey. SWCA assumes kickoff for the project will occur in January 2025.

Task 1.1 Consultant Responsibility:

1. Consultant to provide a kickoff meeting with a general project overview and an updated schedule.
2. Consultant to meet with the City on a biweekly basis to provide progress reports on the project and discuss questions about the project.

Task 1.1 City Responsibility:

1. During the Kickoff Meeting, the City is to provide public meeting information including meeting location, format, and schedule.
2. City to provide GIS shapefiles and additional pertinent information for the project.

Task 1.1 Deliverables:

1. Meeting minutes (SWCA).
2. Email to the THC Surveying Coordinator (SWCA to copy City contacts).

1.2 BACKGROUND REVIEW

SWCA will prepare for the project by developing a web-based map and completing a preliminary desktop review for the project. SWCA will also develop a Project Methodology and Research Design that will incorporate SWCA's planned tasks, including survey methods, anticipated research themes, and community engagement plan. The Webmap Development and Desktop Review will not yield a deliverable, but the Project Methodology, Research Design, and Community Engagement Plan will be provided to the City for review prior to commencing work.

WebMap Development

An ESRI ArcGIS Online Field Map will have all survey and historic property data. The map will feature parcel data from the City's GIS team, georeferenced historical aerial imagery, local historic district boundaries, local landmarks, NRHP-listed and -eligible historic districts and properties, and the THC designated properties of Historic Texas Cemeteries, RTHLs, and SALs. SWCA will also identify locations of non-historic cemeteries, public parks, Official Texas Historical Markers, Texas Department of Agriculture Family Land Heritage Centennial Farms, and locations on



the Texas Freedom Colonies Project Atlas (if applicable). Historic property data will assist in survey planning efforts. SWCA's Geospatial team will provide the latest data sets from the THC Historic Sites Atlas and the Texas Department of Transportation (TxDOT) Historic Resources Aggregator. The Field Map will be used throughout the project and will be used to generate map figures for the final report. SWCA will provide the City with access to view the map upon request. At this time, SWCA's GIS team will begin to develop a Survey 123 form for the survey effort that corresponds to the most recent THC Historic Resource Survey Form.

Desktop Review

An SWCA architectural historian will complete a desktop review which will include 1) an aerial imagery review using the Field Map, and 2) a review of relevant research documents. On the Field Map, the architectural historian will identify historic-age (built in 1980 or earlier [45 years or older in 2025]) and nonhistoric-age resources in survey area by placing points on each extant resource. The architectural historian will use Denton Central Appraisal District (CAD) dates of construction in addition to historic aerial identification of historic-age resources. If applicable, the architectural historian will note the presence of NRHP-listed and -eligible districts and properties, local historic districts and landmarks, freedom colonies, Family Land Heritage Centennial Farms, Historic Texas Cemeteries/cemeteries, OTHMs, RTHLs, and SALs in a 1-mile study area surrounding the survey area. The desktop review is a useful step in preparing for fieldwork efforts. Additional historic-age resources may change based on field investigations (i.e., relocated resources, visibility issues, and owner discussions).

Relevant research documents included the project Scope of Work (2024), the *Denton Historic Preservation Plan* (2019), the Denton 2040 Comprehensive Plan, the Denton Development Code, the Idiot's Hill Neighborhood Survey (2015), the Bolivar Neighborhood Survey (2012), and the City-Wide Historic Resources Survey (1996).

Task 1.2 Consultant Responsibility:

1. Consultant to develop a web-based map.
2. Consultant to develop Survey 123 survey form (to be delivered to City in Task 1.3).
3. Consultant to conduct a desktop review to prepare for the historic resources survey. This review will include an analysis of GIS data (i.e., project area, historic properties and districts, etc.), as well as reference material (i.e., plans, planning documents, previous historic resources surveys, etc.) which will contribute to the Project Methodology, Research Design, and Community Engagement Plan (to be delivered to City in Task 1.3).

Task 1.2 City Responsibility:

1. City may provide additional data and feedback on the Southridge neighborhood which may contribute to the project methodology, research design, and community engagement strategies.

Task 1.2 Deliverables:

1. Link to the desktop review map for City access, upon request.

1.3 PROJECT METHODOLOGY, RESEARCH DESIGN & COMMUNITY ENGAGEMENT PLAN

SWCA will prepare a document that addresses the project approach to 1) community input, 2) the reconnaissance-level historic resources survey, and 3) the historic context report. In this task, SWCA will outline a community engagement strategy that will be employed throughout the project. For the historic resources survey, SWCA will develop a survey plan that adheres to the City's Scope of Work published for this project. This component will include the development of a customized survey form and/or use of the THC inventory form via Claris FileMaker. The research design will address anticipated themes, research guides and tools, and local archival resources. In addition to the aforementioned planning documents that will be reviewed during the desktop review stage, specific research guides and tools include but are not limited to the following:



- Background review sources including the THC Atlas, TxDOT Historic Resources Aggregator, City of Denton planning documents, and City of Denton local landmarks/districts and zoning.
- Historical maps including the U.S. Geological Survey topographic maps, Sanborn Fire Insurance Maps, and Historic Aerials database developed by Nationwide Environmental Title Research.
- Local archival sources including the City's Emily Fowler Library, the Denton County Clerk's Office, the Texas Woman's University libraries, the University of North Texas library, and the Portal to Texas History.
- National archival sources including the Association for Preservation Technology digital library, the HathiTrust and the Library of Congress.
- Newspaper articles from the *Denton Record-Chronicle*, *The Dallas Morning News*, *Fort Worth Star-Telegram*, *Fort Worth Record-Telegram*, and other Dallas/Fort Worth area newspapers.
- Previously published histories and records from the Denton CHC, the Denton Landmarks Preservation Commission, and the Denton County Genealogical Society, Inc.

SWCA has collected a preliminary list of reference guides and literary sources for this project:

- *A Field Guide to American Houses* by Virginia Savage McAlester (McAlester 2013).
- *A History of American Architecture: Buildings in Their Cultural and Technological Context* (Gelernter 2013).
- *American Vernacular: Buildings and Interior, 1870–1960* (Gottfried and Jennings 2009).
- *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation* (National Park Service [NPS] 1997).
- *National Register Bulletin 46: Historic Residential Suburbs* (Ames and McClelland 2002).
- *Guidelines for Evaluation: The Ranch House in Georgia* (Sullivan et al. 2010).
- *The Vintage House Book: Classic American Homes, 1880–1980* (Burness 2003).
- *Tract Housing in California, 1945–1973* (California Department of Transportation 2011).

Additional guidance documents, local materials, and City-provided materials may also be used to develop the final survey report and historic context document. All references will be in Chicago style footnotes with a references cited/bibliography. SWCA will submit all meeting-related materials during this task prior to the public meeting.

Task 1.3 Consultant Responsibility:

1. Consultant to conduct a develop the Project Methodology, Research Design & Community Engagement Plan, public meeting power point presentation/slide deck, public meeting materials, public meeting comment form, and customized historic resources survey form based on Tasks 1.1–1.2 and initial City feedback. This document is meant to summarize the desktop review from Task 1.2, surveying methodology, and community engagement strategy.
2. Consultant to develop a power point presentation that will be used during the introduction of the public meeting. This presentation will be a high-level overview of the project and public meeting activities.
3. Consultant to develop a sample comment form that will be used in the public meeting and comment period.
4. Consultant to develop a sample surveying form that will be used during fieldwork. This form will be developed from SWCA's general historic resources form which meets THC and TxDOT documentation standards.

Task 1.3 City Responsibility:

1. City to review the deliverables to provide feedback for the consultant. SWCA understands all materials must be approved by the City prior to commencing Tasks 2, 3, and 4.



Task 1.3 Deliverables:

1. Project Methodology, Research Design & Community Engagement Plan
2. Community Meeting Power Point Presentation/Slide Deck
3. Meeting Materials (i.e., workshop handouts, maps, etc.)
4. Sample Comment Form
5. Sample Historic Resources Survey Form

1.4 CITY REVIEW PERIOD

The City will have 2 weeks to review the Project Methodology, Research Design & Community Engagement Plan and associated public meeting materials.

TASK 2 – FIRST PUBLIC MEETING / PRESERVATION EDUCATION / ORAL HISTORY DOCUMENTATION

2.1 FIRST PUBLIC MEETING

Within 2 months of NTP, SWCA will hold an introductory in-person public meeting with a virtual option to fulfill community input needs for the project. After receiving approval from the City for the Project Methodology and Community Engagement Plan, SWCA will develop an introductory meeting to provide information on the project, and engagement opportunities related to 1) Preservation Education and 2) Project Community Engagement. Specific components of the first public meeting are described below:

- **First Public Meeting Presentation.** The Microsoft Power Point presentation will outline the project and will introduce the project team, provide project information (i.e., timeline and survey area), and list the project goals and outcomes. In this short presentation, SWCA will provide a basic understanding of what historic preservation is, preservation laws, and preservation benefits. This information will also be provided in a handout that will be provided to meeting attendees. Following the presentation, SWCA will be able to answer any questions about the project.

After this presentation, SWCA will hold a two-part workshop that has an interactive activity for meeting attendees which will focus on historic preservation education and the community engagement needed to ensure the success of the historic resources survey. SWCA will work with the City to customize this meeting design to ensure the opportunity is maximized for this project and future historic preservation planning projects. These presentations can be recorded, and the associated handouts can be published on the City's website for additional access and transparency.

- **Preservation Education Workshop.** SWCA staff will facilitate a preservation education workshop (approximately 0.5–1 hour) with the following activities at two stations each with a facilitator (SWCA architectural historian):
 - Station 1 – Preservation 101. At this station, information about key topics in historic preservation will be discussed. Topics may include the history of historic preservation (i.e., mid-twentieth century preservation movement), the National Historic Preservation Act, the NRHP (what it means to be listed and eligible for the NRHP), the NRHP vs. local designations, property rights, and benefits (i.e., grants, historic tax credits, tourism, property values, etc.).
 - Station 2 – Introduction to the *Denton Historic Preservation Plan*. This exercise will identify the key goals of the *Denton Historic Preservation Plan* and how residents can take advantage of historic preservation opportunities in Denton. This task will also include an overview of a citywide map of existing designated



properties and districts in Denton. This first task will provide an introduction into the preservation landscape of the city for those that are unfamiliar with the City's recent progress on the City's historic preservation initiatives.

- **Community Engagement Workshop.** SWCA staff will facilitate a second phase of the workshop focused on the survey effort (approximately 0.5–1 hour). During this phase, there will be two stations with mapping exercises and two side tables for Oral History Sign-Up and Resident Materials.
 - Station 1 – Hotspot Map: placing post-it notes on a large map to identify significant areas and areas of concern within the survey area.
 - Station 2 – Memory Mapping: providing residents with the opportunity to describe their memories in the neighborhood landscape through writing, drawing, and annotating individual maps.
 - Side Table 1 – Oral History Sign-Up: allowing residents to volunteer themselves for future oral history opportunities. At this side table, residents may sign up for potential oral history documentation and ask questions about the process. SWCA will work with the City to identify potential candidates that may be contacted pending future landmark designation activities.
 - Side Table 2 – Resident Materials: residents bring materials (i.e., photographs, floorplans, media, etc.) to the public meeting for documentation of the neighborhood. At this side table, residents may have the opportunity to speak with a historian about their materials or exchange contact information.

In addition to these exercises, SWCA will work with the City to develop an online comment form to provide additional feedback for those unable to attend the in-person meeting. SWCA will summarize the results of the workshop, which will aid in surveying investigations and future historic preservation planning. Mr. Ford, a trained community and regional planner and architectural historian, will lead the public meeting with support from Ms. Gsell, a community engagement and oral history specialist. Historian Tyra Brunz will also support this task.

SWCA understands the importance of stakeholder and community engagement to ensuring the success of a project. We envision a public meeting open to all residents, with particular emphasis on including relevant neighborhood associations, homeowner associations, churches, and commission members. SWCA will reach out to the City to identify any potential stakeholders that may possess knowledge about the neighborhood and its resources. Identified stakeholders will have the opportunity to provide local insight for the project, address any concerns, and participate in oral history activities (if applicable).

Task 2.1 Consultant Responsibility:

1. Consultant to hold meeting in a City-approved location. SWCA will lead the meeting with additional support by City personnel (i.e., the Historic Preservation Officer, etc.).
2. Consultant to identify any potential stakeholders during the meeting that may be interested in conducting oral history documentation. Consultant will provide a list of these potential oral history participants.
3. Consultant to provide a meeting summary to the City immediately following the public meeting (via email). This summary will include an overview of attendance, meeting demographics, workshop results, concerns raised, and questions that may be relayed to the City for further follow up.
4. Consultant will collect all completed meeting materials and photograph the results.

Task 2.1 City Responsibility:

1. City to organize the logistics of the meeting schedule and location.
2. City to market the event through their website and social media channels.
3. City personnel to attend the public meeting to assist with workshop facilitation (if able to do so).



Task 2.1 Deliverables:

1. Meeting summary (email).
2. Photographs of meeting materials.
3. List of potential oral history participants.

2.2 ORAL HISTORY DOCUMENTATION

Contingent on availability of oral history participants and results of the survey, SWCA will complete corresponding oral histories for properties and/or districts recommended eligible for local, state, and/or federal designation(s). Oral histories may be completed in person during the field deployment, if organized in advance; or via teleconferencing software (Microsoft Teams, Zoom, etc.). Oral histories will cover topics associated with themes in the historic context outline (architecture/construction, neighborhood development, schools, resident diversity, etc.). Oral histories will be transcribed and recorded if the other party agrees. SWCA will prepare release forms for oral history participants. SWCA envisions up to five oral history participants for this task (if applicable). Experienced oral historian Ms. Gsell will manage oral history documentation, and Ms. Brunz will support as needed. Ms. Edwards will conduct QA/QC on oral history documentation that will be included in the report.

Task 2.2 Consultant Responsibility:

1. Consultant to identify potential oral history participants during the public meeting as well as through an online presence through the City-approved online comment form and additional web presence (i.e., city website, social media channels, etc.).
2. Consultant to schedule and conduct oral history interviews for the project.
3. Consultant to develop and maintain oral history transcripts and associated recordings.

Task 2.2 City Responsibility:

1. City to assist the consultant by advertising the oral history opportunity and provide any recommendations on good candidates for interviewing based on internal knowledge.

Task 2.2 Deliverables:

1. Oral history transcripts and content will be included in the final report.
2. Consultant to provide transcript documents and audio files to the City.

TASK 3 – HISTORIC RESOURCES SURVEY (3.1–3.2)

SWCA will deploy a fieldwork team of two architectural historians to complete the reconnaissance-level survey. SWCA understands the survey area to contain approximately 1,108 parcels and to be generally bounded by Interstate 35 to the north, Teasley Lane to the west and south, and Lillian Miller Parkway to the east. SWCA will survey all historic-age properties at reconnaissance-level. SWCA will also conduct a windshield-level historic resources survey of nonhistoric-age properties (built in or after 1981) to determine if any resources meet Criteria Consideration G for exceptional significance for nonhistoric-age properties. If a nonhistoric-age property meets this consideration, it will be surveyed and evaluated for NRHP/SAL/RTHL/local designation eligibility. If the property does not meet exceptional significance but exhibits future significance potential, it will be noted for future historic preservation planning purposes.

During the survey, architectural historians will access the City-approved Survey 123 form via the ArcGIS Field Map on iPad tablets. Photographs will be taken with the iPad and the digital single lens reflex (DSLR) camera to ensure effective documentation. SWCA architectural historians will take DSLR photographs of the front façade, the two side obliques, SWCA staff will wear orange high-visibility vests (Personal Protective Equipment) to ensure visibility during



the survey effort. This task will include in-person research at local archives/museums as well as university and City libraries for research collection efforts for the historic context development. SWCA anticipates this deployment to last 5 days (around the public meeting date), including the public meeting and travel time. Mr. Ford and Ms. Riddle will lead survey efforts. Weatherford-based Ms. Brunz may assist with fieldwork on an as-needed basis.

SWCA's Geospatial Team will develop a Survey123 form comparable to the THC Historic Resource Survey Form. ESRI's Survey 123 software collects data using a web-based form to allow for in-person field efforts. Survey 123 works in tandem with ESRI Field Maps, allowing the collection of geospatial data based on the data point's coordinates. SWCA will design the Survey 123 form to ensure fieldwork is completed thoroughly, yet efficiently. SWCA will provide the City with an example of the Survey 123 form for approval prior to fieldwork deployment. The survey form will include space for at least three photographs of the primary resource and at least one photograph of any ancillary resources on the parcel. The Survey 123 form will be launched from the ArcGIS Field Map, which will have Denton CAD parcels and the previously-identified resource points from the desktop review phase. Preliminary form fields will include the following:

- Location information (address, geographic coordinates, and owner information from Denton CAD).
- Resource type (building, structure, object, site, district).
- Construction date (estimated circa [ca.] or CAD date).
- Function (historical and current).
- Architectural style (or no style).
- Building plan.
- Architectural details (chimneys, porch, decorative features, etc.).
- Primary roof form.
- Materials (walls, roof).
- Fenestration (window type, door type).
- Landscape and ancillary buildings.
- Integrity assessment and recommendations (designations, contributing status, eligibility, etc.).

Following the survey deployment, the Survey 123 data fields will be imported into a historic resources form document that will generate a form deliverable for the City. The post-fieldwork process will be guided using Claris Filemaker Pro Software. FileMaker seamlessly allows integration of data into a form document without having to complete manual data entry. The use of this software will also ensure an effective QA/QC process of all field data by senior architectural historians. Once the QA/QC stage is complete, SWCA will generate form documents for each surveyed resource. Upon request, SWCA will provide the City with copies of the completed draft survey forms and photographs for review prior to drafting the survey report according to City specifications. SWCA will complete the QA/QC of all survey forms concurrent with Task 4. Completed survey forms will be included in the report as an appendix.

Task 3 Consultant Responsibility:

1. Consultant to conduct the historic resources survey and local archival research during a single mobilization. The survey process includes photographic documentation and completion of the Survey 123 form.
2. Following the deployment, consultant to complete initial QA/QC of all survey forms by importing the Survey 123 results into Claris Filemaker.



Task 3 City Responsibility:

1. Provide public awareness on the project by sharing a letter with residents prior to commencement of fieldwork. SWCA recommends additional engagement via social media during this process to ensure project transparency and awareness.

Task 3 Deliverables:

1. Survey summary (email). This summary will include an overview on the success of the survey, preliminary findings, and any questions raised by residents during the survey process.

TASK 4 – HISTORIC CONTEXT / HISTORIC RESOURCES SURVEY REPORT (4.1–4.5)

Task 4 accounts for the final deliverable for the project. In this phase, SWCA will complete a draft survey report with the results from the surveying process and a preliminary historic context outline. The draft report will include sections on project overview, background review, public meeting feedback, survey methodology, historic context, and preliminary recommendations on any NRHP-eligible, RTHL/SAL-eligible, and local historic district(s) and landmark(s) designation(s), if applicable. Map figures of the survey results and preliminary recommendations (i.e., recommended historic district/property boundaries) will be included in the deliverable. The appendix will include an inventory table of all surveyed resources and the completed survey forms.

SWCA will compile a final survey and report for the City. The report document will build upon the draft survey report document. Once feedback is collected from the City on the draft survey report, SWCA will revise accordingly using one set of complete and reconciled comments. SWCA will provide an outline of the final survey and report order for City-approval. The final survey and report will include the following preliminary sections:

- **Cover page.**
- **Abstract.**
- **Table of contents** (including list of tables, list of figures, etc.).
- **Introduction** summarizing the project, team members, and relevant background information.
 - Local context (information about the historic preservation ordinance and current local historic districts).
 - Research Design, Project Objectives, and Survey methodology.
 - Summary of community engagement efforts.
- **Historic context** (narrative of the neighborhood history with associated themes according to the NPS NRHP program [*National Register Bulletin 15*, and subsequent updates to significance areas]).
 - Summary of oral history documentation efforts. Oral histories will be cited accordingly within the historic context. Contingent on participant approval, the interview transcripts will be included as Appendix D.
- **Survey results** (resource inventory count, description of property types) – including a table of all surveyed properties drafted according to the Survey Information Sheets.
 - Descriptions of each surveyed resource by property type (architectural style, date of construction, integrity assessment, significance evaluations, associated context themes, NRHP/SAL/RTHL/Local Landmark/District eligibility recommendations and contributing/noncontributing recommendations).
- **Recommendations** (total count of contributing/noncontributing resources, local historic district boundary revisions, potential new local historic districts, and future survey recommendations).
- **Bibliographic references.**
- Appendix A: Map figures.



- Appendix B: Inventory table of surveyed resources.
- Appendix C: Completed survey forms.
- Appendix D: Oral history transcripts.

SWCA will provide the City with a Microsoft Word version of the report document to provide the City with an opportunity to use Track Changes review. The City will have a 30-day review period to review the first draft survey report and forms. After revisions, the City will have an additional review period of 2 weeks. Mr. Ford, Ms. Riddle, and Ms. Gsell will complete the draft report. If oral history interviews are conducted, Ms. Gsell will develop report content detailing these interviews, and will use oral history content to support the historic context development. Each oral history participant will be cited with their last name unless they desire to remain anonymous. Ms. Edwards will lead the QA/QC process. Ms. Brunz and Mr. Lesley will assist on an as-needed basis. SWCA's Technical Editing staff will review all deliverables prior to submission to the City.

Final Deliverables

Once the report has been finalized and accepted by the City, SWCA will provide the City with two hard-copy deliverables by mail, a PDF, a native file in the latest Microsoft Word format, and a photographic database in digital format according to City specifications outlined in the Scope of Work. SWCA anticipates the final deliverable to be complete by May 2025. SWCA understands all work must be complete by August 30, 2025

Task 4 Consultant Responsibility:

1. Consultant to complete the draft survey report which will include a historic context, survey results, and recommendations, and appendices (includes completed survey forms, maps, etc.). This reporting process will undergo internal QA/QC process and technical editing review prior to submittal to the City.
2. Consultant to provide raw data (i.e., table data, etc.) and native files for City review.
3. Consultant to provide a comment-response matrix during the review process.
4. Consultant to respond to City comments with a revised draft document.
5. Consultant to provide a final report document once approved by the City.

Task 4 City Responsibility:

1. City to review all deliverable materials.
2. City to provide comments and edits to the Microsoft Word document.
3. City to complete Comment-Response Matrix to aid with the review stage.

Task 4 Deliverables:

1. Survey Report with all appendices (draft and final versions).
2. Survey Report raw data and native files.
3. Comment-Response Matrix.

FINAL PUBLIC MEETING / CONTINUING PRESERVATION EDUCATION (5.1–5.4)

Task 5 accounts for the final community meeting held at the conclusion of the project. This task also includes a continuing educational component to the project which will contribute to residential ownership of the project. SWCA envisions the final public meeting as an in-person two-hour event which will have the twofold goal of informing the community of the project results and recommendations as well as a preservation education workshop. SWCA envisions the meeting format to follow the order below but has flexibility for City customization. Following discussion



with the City, the Preservation Education component may take advantage of the *Discuss Denton* online community engagement platform to get the most out of the project and this useful educational opportunity.

- **Introductions.**
- **Final Public Meeting Presentation.** SWCA will present a slide deck with an overview of the completed project, goals, timeline, results and recommendations, and an outline of the forthcoming preservation workshop customized to the outcomes/recommendations of the project and benefits of historic preservation. This final meeting will provide a community-based understanding of how these recommendations will impact the residents of Southridge as well as the city of Denton.
- **Continuing Education Workshop.** In this workshop, SWCA will provide large-format maps of the survey results and recommendations. Here, residents will have an opportunity to better understand the outcomes of the project and provide their comments on the final recommendations. SWCA will provide takeaway materials related to each workshop station. SWCA will provide contact information for City services, preservation organizations, and SWCA's historic preservation team for additional services (i.e., NRHP nominations, historic tax credit applications, etc.).

Specific station areas are described below:

- Overview of the Southridge Historic Resources Survey Results: This exercise will look at the results of the historic resources survey in a detailed format in a large-scale map. Residents will have the opportunity to view the resources recorded in the survey, how a historic resources survey is accomplished, and why certain historic properties may be seen as significant or viewed as preservation priorities. This task will be a good opportunity to learn about THC and NPS language/standards and will reference associated resources for historic resources survey planning (i.e. *National Register Bulletin 15*, THC Surveying Manual, etc.).
- Best Practices for Preservation: This station area will provide tools on how residents may preserve the architectural history and character of one's historic property. Specific examples will be targeted to the Southridge neighborhood (i.e., mid-twentieth century house preservation, window replacement, home maintenance strategies, etc.). NPS Preservation Briefs and other best-practices resources will be utilized for this task.
- **Conclusion Discussion.** The meeting will conclude with an open discussion with the meeting attendees, SWCA, and City officials. SWCA and the City will take questions, comments, and concerns from the public regarding the project and state of historic preservation in the city.

SWCA will provide a meeting summary immediately following the event. SWCA is able and willing to facilitate an on-call service with the City, if desired. Final deliverables will be provided at the end of this task, including the final City-approved report. SWCA has extended the deadline to include any community engagement results from the final meeting, if applicable. SWCA will also provide native files before the conclusion of the contract period.

Task 5 Consultant Responsibility:

1. Consultant to design the meeting workshop and develop associated meeting materials. Consultant will provide all meeting materials for the City prior to the meeting for review.
2. Consultant to send a meeting summary following the event (email). The consultant will also provide the final tabular results of the online questionnaire form.
3. Consultant to provide all final project deliverables, including native files.

Task 5 City Responsibility:

1. City to select and schedule a meeting location for this event.
2. City to review all meeting materials.



Task 5 Deliverables:

1. Meeting summary (email).
2. Finalized results of the online questionnaire for the project (table format).
3. Final report deliverable and associated appendices.
4. Native files (i.e., GIS shapefiles, word documents, photographs, etc.)



WORKPLAN SCHEDULE

SWCA has organized the project into a comprehensive workplan schedule (Figure 3). Shaded cells indicate task activity and duration. Key completion dates referenced in the schedule are reiterated in the chart.

Table 3. Workplan Schedule Chart

Task and Phase	January	February	March	April	May	June	July	August
1.1 Project Management*	1/10							
1.2 Background Review	1/17							
1.3 Project Methodology, Research Design, and Community Engagement Plan		2/7						
1.4 City Review		2/21						
2.1 First Public Meeting			3/3					
2.2 Oral Histories			3/3*					
3.1 Historic Resources Survey			3/3-7					
3.2 Survey Forms					5/2			
4.1 First Report Draft					5/2			
4.2 City Review						6/6		
4.3 Second Report Draft							7/11	
4.4 City Review							7/28	
4.5 Final Report Submission								8/29
5.1 Final Meeting Materials								8/4
5.2 City Review								8/22
5.3 Final Public Meeting								8/22
5.4 Project Completion								8/30

*Includes biweekly meetings | **To be determined



ADDITIONAL DETAILS

ACKNOWLEDGEMENTS & ASSUMPTIONS

SWCA acknowledges and assumes the following for this project:

- SWCA agrees to all requirements set forth in the Scope of Work document.
- SWCA acknowledges all work will be completed according to THC and NPS standards. Specifically, all work will comply with the *National Park Service's Secretary of the Interior's Standards for Archeology and Historic Preservation, the Standards for Identification and Evaluation* (Federal Register, September 29, 1983, as revised 1995) by qualified professionals meeting the Secretary of the Interior's, Professional Qualification Standards (35 CFR 61).
- The City will provide a public meeting space with appropriate seating and resources. SWCA will work with the City to develop marketing for the meeting event, but SWCA will rely on City communications to get the word out about the event.
- SWCA will hold the meeting and all oral history documentations in English. SWCA will rely on the City for Spanish and/or American Sign Language translation services, if needed.
- If applicable, SWCA will identify up to five oral history participants to be approved by the City. These participants will be cooperative and communicative. Oral history interviews will take no longer than 5 hours.
- According to the Scope of Work, SWCA will document all historic-age resources built in or before 1980 within the survey area. SWCA will not document nonhistoric-age buildings unless they accompany historic-age resources on the Denton CAD parcel.
- SWCA will document all historic-age buildings with at least three DSLR photographs. If a nonhistoric-age resource is on the property, SWCA will document the resource with one DSLR photograph. These images will be included in the survey inventory form.
- SWCA will conduct a windshield-level survey of the neighborhood to identify any resources that may meet Criteria Consideration G for nonhistoric-age properties that may possess exceptional significance. These properties will be included in the survey and may be recommended eligible for designation if it merits exceptionalism. If not, nonhistoric-age properties may be recommended for additional work in the future.

If selected, SWCA will work with the City to develop a Standard Services Contract to contractually bind SWCA to services for the City. Additional work outside of the Scope of Work may lead to a change order for the Standard Services Contract.



COSTS

SWCA has prepared a cost estimate for the project in accordance with the City’s budget expectations for the effort (Table 4). SWCA anticipates this project to not exceed **\$89,990.39** in time and expenses costs. This price includes a labor total of \$84,751.49 (618 hours) and estimated expenses at \$5,238.90.

Table 4. Price Estimate

Task	Hours	Time	Materials*	Total
Task 1. Project Management / Background Review	42	\$6,290.21	–	\$6,290.21
Task 2. First Public Meeting / Preservation Education / Oral History Documentation	102	\$14,570.38	\$1,072.50	\$15,642.88
Task 3. Historic Resources Survey	84	\$11,688.44	\$2,180.90	\$13,869.34
Task 4. Historic Context / Historic Resources Survey Report	286	\$37,195.36	–	\$37,195.36
Task 5. Final Meeting / Continuing Preservation Education	104	\$15,007.10	\$1,985.50	\$16,992.60
TOTAL	618	\$84,751.49	\$5,238.90	\$89,990.39

*Includes travel expenses

Exhibit C

INSURANCE REQUIREMENTS

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

STANDARD PROVISIONS:

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

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

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

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

- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, 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 minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

B. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE

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

Bodily Injury by Accident: \$100,000.00 Each Accident

Bodily Injury by Disease: \$100,000.00 Each Employee

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

NOTES:

a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

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.

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.

SWCA, Incorporated, dba SWCA Environmental Consultants

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

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

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

N/A

Name of Officer

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 **N/A**

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 **N/A**

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 **N/A**

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

N/A

4 I have no Conflict of Interest to disclose.

5 

Signature of vendor doing business with the governmental entity

July 24, 2024

Date

Certificate Of Completion

Envelope Id: 9C818F9B-C274-4A39-B9DD-7352AFF55990

Status: Sent

Subject: Please DocuSign: City Council Contract 8603 Southridge Neighborhood Historic Resource Survey

Source Envelope:

Document Pages: 37

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: 198.49.140.104

Record Tracking

Status: Original

Holder: Christina Dormady

Location: DocuSign

1/9/2025 12:28:05 PM

christina.dormady@cityofdenton.com

Signer Events

Signature

Timestamp

Christina Dormady

Completed

Sent: 1/9/2025 12:38:55 PM

christina.dormady@cityofdenton.com

Viewed: 1/9/2025 12:39:17 PM

Buyer

Signed: 1/9/2025 12:39:38 PM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Christa Christian

Sent: 1/9/2025 12:39:40 PM

Christa.christian@cityofdenton.com

Viewed: 1/9/2025 12:54:39 PM

Purchasing Supervisor

Signed: 1/9/2025 12:54:57 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Hilary Negron

Signed by:

847DCF78EA6043D...

Sent: 1/9/2025 12:55:00 PM

hilary.negron@cityofdenton.com

Viewed: 1/9/2025 1:11:42 PM

Security Level: Email, Account Authentication
(None)

Signed: 1/9/2025 1:13:06 PM

Signature Adoption: Pre-selected Style

Using IP Address: 35.150.52.139

Electronic Record and Signature Disclosure:

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Derek Richard

DocuSigned by:

2E410C3F000C41A...

Sent: 1/9/2025 1:13:09 PM

derek.richard@swca.com

Resent: 1/15/2025 1:40:41 PM

Director - Arlington and Oklahoma

Viewed: 1/15/2025 2:24:31 PM

Security Level: Email, Account Authentication
(None)

Signed: 1/17/2025 4:06:32 PM

Signature Adoption: Pre-selected Style

Using IP Address: 130.41.238.43

Electronic Record and Signature Disclosure:

Accepted: 1/15/2025 2:24:31 PM

ID: 1ffb88ef-a352-4400-9bb3-7028b354229a

Signer Events

Scott McDonald
scott.mcdonald@cityofdenton.com
Director
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Drawn on Device
Using IP Address: 72.158.228.115
Signed using mobile

Timestamp

Sent: 1/17/2025 4:06:36 PM
Viewed: 1/17/2025 4:14:36 PM
Signed: 1/17/2025 4:15:45 PM

Electronic Record and Signature Disclosure:

Accepted: 1/17/2025 4:14:36 PM
ID: 1460384f-e9dc-49c8-9c2a-e8e32fba8fdb

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

Sent: 1/17/2025 4:15:49 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

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

COPIED

Sent: 1/9/2025 12:39:41 PM

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: 1/17/2025 4:15:48 PM
Viewed: 1/17/2025 4:53:10 PM

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

City Secretary Office
citysecretary@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cameron Robertson
cameron.robertson@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 11/5/2024 3:05:01 PM
ID: e5db5bda-c125-4d59-a152-9bf0ba605995

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/9/2025 12:38:55 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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