

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 TERRACON CONSULTANTS, INC., FOR THE CONSTRUCTION MATERIALS TESTING OF FIRE STATION #5, FIRE STATION #6, AND THE SOLID WASTE FLEET SHOP FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7703-006 – PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES AWARDED TO TERRACON CONSULTANTS, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$228,838.00).

WHEREAS, on July 20, 2021, the City Council approved a pre-qualified professional and engineer list (Ordinance 21-1437); and

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into the professional service contract attached hereto with Terracon Consultants, Inc., for the construction materials testing of Fire Station # 5, Fire Station # 6, and Solid Waste Fleet Shop for the Capital Projects 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 hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, Texas, 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 [\_\_\_ - \_\_\_]:

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

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

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

ATTEST:  
LAUREN THODEN, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



Docusign City Council Transmittal Coversheet

PSA	7703-006
File Name	FS5&6, SW Fleet Shop Material Testing
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

## **CITY OF DENTON, TEXAS**

### **STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES**

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Terracon Consultants, Inc., with its corporate office at 10841 S. Ridgeview Road, Olathe, KS 66061 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Material Testing for Fire Stations 5 & 6 and the Solid Waste Fleet Shop (the "PROJECT").

#### **SECTION 1** **Scope of Services**

- A.** The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.
- B.** Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

#### **SECTION 2** **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$228,838 in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

#### **SECTION 3** **Terms of Payment**

Payments to the ENGINEER will be made as follows:

## **A. Invoice and Payment**

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

## **SECTION 4 Obligations of the Engineer**

### **A. General**

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

### **B. Standard of Care**

The ENGINEER shall perform its services:

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

### **C. Subsurface Investigations**

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

### **D. Preparation of Engineering Drawings**

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

### **E. Engineer's Personnel at Construction Site**

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

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

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

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

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

## **G. Construction Progress Payments**

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

## **H. Record Drawings**

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

## **I. Right to Audit**

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



## J. INSURANCE

### (1) ENGINEER'S INSURANCE

- a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per each occurrence with a \$2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.
  - i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.
  - ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.
- b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of “any auto”, including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.
  - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.
- c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary,

commercial umbrella liability insurance with a limit of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.

- i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.
- d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

## (2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.
- b. Applicable policies ( excluding Professional Liability and Worker's Compensation) shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, as respects the contracted services.
- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.
- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.
- e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.
- f. Insurers for all policies must be authorized to do business in the State of

Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.

- g. Any deductible or self insured retention in excess of \$25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.
- j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.
- k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.
- l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.
- m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

## **K. Independent Consultant**

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

## **L. Disclosure**

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

## **M. Asbestos or Hazardous Substances**

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

## **N. Permitting Authorities - Design Changes**

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

## **O. Schedule**

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

## **P. Equal Opportunity**

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.
- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and

ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

## **SECTION 5**

### **Obligations of the City**

#### **A. City-Furnished Data**

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

#### **B. Access to Facilities and Property**

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

#### **C. Advertisements, Permits, and Access**

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

#### **D. Timely Review**

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

#### **E. Prompt Notice**

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

#### **F. Asbestos or Hazardous Substances Release.**

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's

facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

## **G. Contractor Indemnification and Claims**

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

## **H. Contractor Claims and Third-Party Beneficiaries**

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

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.
- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

## **I. CITY's Insurance**

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement

cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

#### **J. Litigation Assistance**

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

#### **K. Changes**

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

### **SECTION 6** **General Legal Provisions**

#### **A. Authorization to Proceed**

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

#### **B. Reuse of Project Documents**

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

#### **C. Force Majeure**

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

#### **D. Termination**

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.
  - b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.
- (2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:
- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
  - b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
  - c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.
- (3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

#### **E. Suspension, Delay, or Interruption to Work**

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

#### **F. Indemnification**

**IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.**



## **G. Assignment**

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

## **H. Jurisdiction**

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

## **I. Severability and Survival**

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

## **J. Observe and Comply**

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES.**

## **K. Immigration Nationality Act**

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the

right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

#### **L. Prohibition on Contracts with Companies Boycotting Israel**

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

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

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

#### **N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

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

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

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

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

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

#### **Q. Prohibition Against Personal Interest in Contracts**

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

#### **R. Certificate of Interested Parties Electronic Filing**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract

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

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

The contractor shall:

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

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

## **S. Agreement Documents**

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

### **Attachment A - Scope of Services, Compensation and Project Schedule**

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

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

Duly executed by each party's designated representative to be effective on \_\_\_\_\_.

BY:  
CITY OF DENTON, TEXAS

\_\_\_\_\_  
Sara Hensley, City Manager

BY:  
ENGINEER  
TERRACON CONSULTANTS, INC.

Signed by:

*Drew Baze*

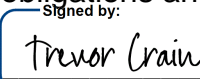
\_\_\_\_\_  
Authorized Agent, Title

Drew Baze  
Full Name: \_\_\_\_\_

2024-1249156

\_\_\_\_\_  
TEXAS ETHICS COMMISSION  
CERTIFICATE NUMBER

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

Signed by:  
  
7B46FEAB11BC4F2...  
Signature

Director of Capital Projects

Title

Capital Projects

Department

Date Signed: \_\_\_\_\_

ATTEST:  
LAUREN THODEN, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

DocuSigned by:  
  
4B070631B4AA436...  
BY: \_\_\_\_\_



October 7, 2024

City of Denton TX  
Giovanni Pineiro-Villa  
401 N Elm Street  
Denton, TX 76201

Email: Giovanni.pineiro-villalba@cityofdenton.com

**Re: Construction Materials Observation, Engineering, and Testing Services  
Denton Solid Waste Fleet Shop  
1527 S Mayhill Rd, #107, Denton, TX 76208  
Terracon Consultants Inc. Proposal No. P94241676**

Dear Mr. Pineiro-Villa,

Terracon Consultants, Inc. (Terracon) is uniquely qualified to partner with you on this important project. We are submitting this proposal to provide construction materials testing, observation services, engineering, or special inspection services for the above referenced project as requested. We are presenting this proposal to confirm our understanding of the services to be performed for this project, to obtain written authorization to provide these services, and to present the estimated fee to provide these services. The following sections outline our understanding of the project and provide a description of the tasks to be performed.

**A) PROJECT INFORMATION**

Topic	Overview Statement
Proposed Structures	New 16,500 SF building with concrete tilt walls and steel framing
Foundation Types	Drilled straight-shaft piers bearing in cemented sand or gray shale in conjunction with grade beams and a structurally suspended slab on void forms
Sitework	Approximately 10,750 SF of lime treated paving, approaches and sidewalks with typical site utilities and structures such as storm sewer, sanitary sewer and water
Assumptions	Cased piers for straight drilled shaft piers

## **Proposal for Construction Materials Testing Services**

Denton Solid Waste Fleet Shop

1527 S Mayhill Rd, #107, Denton, TX 76208

October 7, 2024 ■ Terracon Proposal No. P94241676



Terracon was provided with the following construction documents for preparation of this proposal:

- Civil Drawings by Kimley-Horn dated 05/03/2024
- Structural Drawings by R.L. Woods & Associates dated 05/03/2024
- Specifications dated 12/06/2023
- Geotechnical Report by Alpha Testing dated 5/24/2023

### **B) WHY TERRACON?**

#### **Construction Materials Testing & Special Inspection Services**

Our team of inspectors, technicians, and engineers is experienced with providing materials testing, special inspections, and/or observations of concrete, soils, aggregate, masonry, structural steel, foundations, fireproofing, and asphalt pavement in the local area and are familiar with the recognized building jurisdiction requirements.



Compass is Terracon's latest client interfacing tool and elevates the way we do business. Within Terracon Compass, you can access your projects and their associated data, including environmental and geotechnical projects. When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features of Compass include:

- Filters for Date Performed, Service Type and Test Result Status
- Deviation for Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results
- Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display within a map while also showing them in a table format.

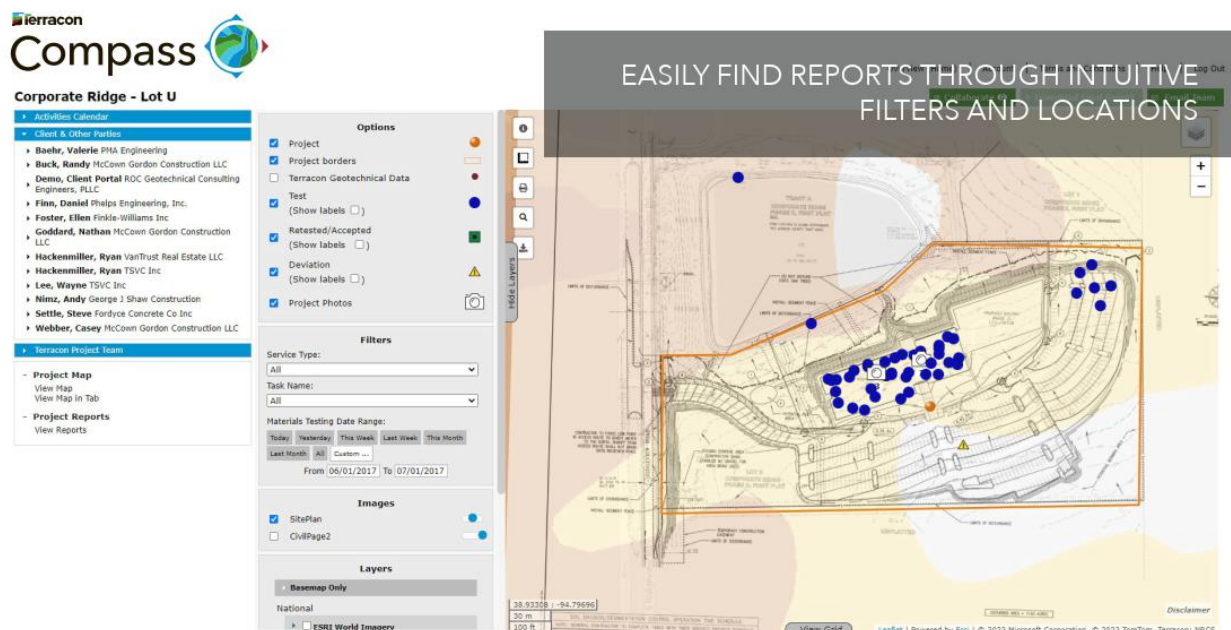


## Proposal for Construction Materials Testing Services

Denton Solid Waste Fleet Shop

1527 S Mayhill Rd, #107, Denton, TX 76208

October 7, 2024 ■ Terracon Proposal No. P94241676



## Laboratory Capabilities

Our DFW Metro laboratories are accredited by AASHTO which is recognized by ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection. The scope of accreditation includes the field of Soils, Aggregates, and Portland Cement Concrete. As a requirement of accreditation, we regularly participate in the Proficiency Sample Programs of both AASHTO and the Cement and Concrete Reference Laboratory (CCRL). Our office includes a fully equipped laboratory and employs engineering technicians and special inspectors certified by many agencies including the American Concrete Institute (ACI), American Welding Society (AWS), and the International Code Council (ICC). We provide a rigorous internal training program where our staff are evaluated in specific field and laboratory test procedures by internal Terracon auditors and external agencies.

- Accredited by AASHTO
- Inspected by Concrete and Cement Reference Laboratory (CCRL)
- Validated by United States Army Corps of Engineers (USACE)

## C) SCOPE OF SERVICES

Based on our review and understanding of the documents listed above, Terracon proposes the following scope of services:

### Earthwork Observations and Testing:

- Sample materials to be used as building fills, utility trench backfill, general fill, and pavement subgrades. Prepare and test the samples for Atterberg Limits

## Proposal for Construction Materials Testing Services

Denton Solid Waste Fleet Shop

1527 S Mayhill Rd, #107, Denton, TX 76208

October 7, 2024 ■ Terracon Proposal No. P94241676



(ASTM D4318), Minus #200 Sieve (ASTM D1140), and moisture-density relationship (ASTM D698).

- Observe proofrolling operations of the paving subgrades.
- Perform in-place moisture and density tests of the building fills, utility trench backfills, general fill, and pavement subgrades using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.
- Perform field gradations on the pulverized lime soil mixture to document the percent of soil passing through the required sieve sizes at a rate of one test per 10,000 square feet after the final pulverization process has been completed.
- Perform lime depth checks to verify the actual in-place depth of the lime treatment at a rate of one test per 10,000 square feet, once the pavement has been trimmed to the final grade.
- Perform a laboratory lime series from on-site soils using the PI and/or pH method.

### Drilled Straight Shaft Pier Observation and Testing:

- Monitor the installation of the drilled pier foundation system including verification of the depth to bearing strata, required and actual depth of penetration into the bearing strata for each pier, total depth of piers, pertinent elevations (if provided by the field engineer), plumbness of the drilled pier hole excavation, cleanliness of bearing surface at completion of drilling, etc.
- Record dimensions and the number, size and length of reinforcing bars used.
- Sample the fresh concrete and perform required tests, including slump, air content, unit weight, ambient and concrete temperature, and cast test specimens (5 cylinders per 100 cy or fraction thereof per mix per day) during placements (ASTM C172, C31, C143, C231, and C1064).
- Perform compressive tests of concrete test cylinders cast in the field (ASTM C617, C39).

### Cast-in-Place Concrete Observations and Testing:

- Sample and test the fresh concrete for each mix. Perform tests for slump, air content, ambient and concrete temperatures, and unit weight; and cast test specimens (ASTM C172, C31, C143, C231, C1064, C138). Terracon understands that the contractor will be responsible for providing a secure location and sources of water and electrical power for initial curing of concrete strength test specimens as required by ASTM C31.
- We have assumed the concrete will be sampled at a frequency of one set of five test cylinders every 100 cubic yards or fraction thereof per mix per day for all structural concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
- Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C31, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal maximum size aggregate of 1 inch or less. One

## **Proposal for Construction Materials Testing Services**

Denton Solid Waste Fleet Shop

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cylinder will be tested at 7 days, three cylinders will be tested at 28 days, and one cylinder will be held for 56 days (or tested at an age requested by others).

### **Reinforcing Steel Observations:**

- Verify the size, number and placement of reinforcing steel and check general form dimensions prior to placement of concrete, per construction drawings.
- Terracon recommends scheduling a minimum of 24 hours prior to concrete placement.

### **Anchor Bolt Observations:**

- Verify the bolt diameter, length, shape, and embedment in concrete. The contractor has the responsibility to schedule this observation prior to placement of concrete. In those cases where anchor bolts are drilled and epoxied into existing concrete foundations, Terracon should be contacted to be present during installation of the bolts in order to verify the bolt hole size, depth, and cleanliness as well as the application of epoxy and installation of bolts.

### **Structural Steel Observations and Testing:**

- Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
- Provide a Certified Welding Inspector (CWI) in the field to visually observe accessible field bolted/welded connections in accordance with applicable AISC and AWS standards.
- Utilize an Ultrasonic Flaw detector to determine the quality of complete joint penetration welds such as moment connections or splice connections. If the base material has a thickness of 5/16" or greater, Terracon recommends that those welds be tested by the Ultrasonic Method in accordance with AWS D1.1.
- Perform visual inspections of completed accessible welds to verify that the welds meet the visual acceptance criteria of AWS D1.1.

### **Project Management and Administration:**

- A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for monitoring the project budget and will oversee the preparation of the final report.

### **Special Inspections Letter:**

- Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services Terracon performed and if our results and/ or observation were in compliance.

## **Proposal for Construction Materials Testing Services**

Denton Solid Waste Fleet Shop

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### **Exclusions:**

- **Please note that crane pad evaluation and engineering review of shoring designs of earthen subgrade are not included in Terracon's Scope of Services or fees described herein. If requested, Terracon will review available information and confer with you to establish an appropriate scope of service and anticipated time frame. Please note that supplemental geotechnical exploration, if required, can require several weeks of coordination, and advance notice of these services is appreciated to reduce the potential for construction delays.**

## **D) REPORTING**

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via electronic distribution unless otherwise requested. Please provide Terracon with a report distribution list prior to the beginning of the project. The list should include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

## **E) SCHEDULING**

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A minimum of 24-hour notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (214) 630-1078. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day.

**Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor, so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.**

### **Scheduling Retests:**

**It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests**

## **Proposal for Construction Materials Testing Services**

Denton Solid Waste Fleet Shop

1527 S Mayhill Rd, #107, Denton, TX 76208

October 7, 2024 ■ Terracon Proposal No. P94241676



**not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.**

### **Additional Observation and Testing Services:**

If you would like us to perform additional observation and testing services, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin additional Observation and testing services, you simply return a signed copy of the Supplemental agreement.

### **F) COMPENSATION**

Based on the project information available for our review, we propose a budget estimate of **\$68,492.00.** Services provided will be based on the unit rates included in the attached Fee Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day or outside of the normal hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted.

**A four-hour minimum charge is applicable to all trips made portal to portal (our laboratory) to provide our testing, observation and consulting services. A minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.**

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities and costs associated with re-tests, cancellations and stand-by time are not included in our estimated fee.

### **G) SITE ACCESS AND SAFETY**

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

**Proposal for Construction Materials Testing Services**

Denton Solid Waste Fleet Shop

1527 S Mayhill Rd, #107, Denton, TX 76208

October 7, 2024 ■ Terracon Proposal No. P94241676



**H) TESTING AND OBSERVATION**

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

**I) AUTHORIZATION**

This proposal may be accepted by issuing a Professional Service Agreement and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate this opportunity of working with you and we look forward to working with you in the future.

Sincerely,  
Terracon Consultants, Inc.  
(Texas Registration No. F-3272)

A handwritten signature in black ink, appearing to read 'Daniel Garza'.

Daniel Garza, EIT  
Staff Engineer

A handwritten signature in black ink, appearing to read 'Drew Baze'.

Drew Baze  
Department Manager, Materials

**Attachments:**

(1) Fee Estimate



## Fee Estimate

Materials Services  
Denton Solid Waste Fleet Shop  
Terracon Proposal No. P94241676

DESCRIPTION	RATE	QUANTITY PER TRIP	UNITS	ESTIMATED TRIPS	TOTAL QUANTITY	ESTIMATED TOTAL
<b>Earthwork Observations and Testing</b>						
<b>Part Time</b>						
Soils Technician	\$ 68.00	4	hours	10	40	\$ 2,720.00
Nuclear Gauge	\$ 63.00	1	days	10	10	\$ 630.00
Vehicle Charge	\$ 70.00	1	trips	10	10	\$ 700.00
<b>Sub Total</b>						<b>\$ 4,050.00</b>
<b>Sample Pick-Up</b>						
Soils Technician	\$ 68.00	3	hours	3	9	\$ 612.00
Vehicle Charge	\$ 70.00	1	trips	3	3	\$ 210.00
<b>Sub Total</b>						<b>\$ 822.00</b>
<b>Laboratory Testing</b>						
Standard Proctor	\$ 185.00		tests		5	\$ 925.00
Atterberg Limits Determination (3 pt.)	\$ 78.00		tests		5	\$ 390.00
Sieve Analysis	\$ 80.00		tests		2	\$ 160.00
Lime Series (PI or pH)	\$ 315.00		tests		1	\$ 315.00
Wash 200	\$ 48.00		tests		5	\$ 240.00
<b>Sub Total</b>						<b>\$ 2,030.00</b>
<b>Sub Total</b>						<b>\$ 6,902.00</b>
<b>Foundation Observations and Testing</b>						
<b>Full-Time</b>						
Foundation Technician	\$ 70.00	8	hours	25	200	\$ 14,000.00
Foundation Technician, Overtime	\$ 105.00	4	hours	25	100	\$ 10,500.00
Compressive Strength of 4" x 8" Cylinder	\$ 27.00	5	tests	25	125	\$ 3,375.00
Vehicle Charge	\$ 70.00	1	trips	25	25	\$ 1,750.00
<b>Sub Total</b>						<b>\$ 29,625.00</b>
<b>Sample Pick-Ups</b>						
Concrete Technician	\$ 65.00	2	hours	5	10	\$ 650.00
Vehicle Charge	\$ 70.00	1	trips	5	5	\$ 350.00
<b>Sub Total</b>						<b>\$ 1,000.00</b>
<b>Sub Total</b>						<b>\$ 30,625.00</b>
<b>Concrete &amp; Reinforcing Steel Observations and Testing</b>						
<b>Day Time Large Placements</b>						
Concrete Technician	\$ 65.00	6	hours	3	18	\$ 1,170.00
Concrete Technician, Overtime	\$ 97.50	4	hours	3	12	\$ 1,170.00
Compressive Strength of 4" x 8" Cylinder	\$ 27.00	15	tests	3	45	\$ 1,215.00
Vehicle Charge	\$ 70.00	1	trips	3	3	\$ 210.00
<b>Sub Total</b>						<b>\$ 3,765.00</b>



DESCRIPTION	RATE	QUANTITY PER TRIP	UNITS	ESTIMATED TRIPS	TOTAL QUANTITY	ESTIMATED TOTAL
Miscellaneous Placements (Under 100 Yards)						
Concrete Technician	\$ 65.00	4	hours	13	52	\$ 3,380.00
Compressive Strength of 4" x 8" Cylinder	\$ 27.00	5	tests	13	65	\$ 1,755.00
Vehicle Charge	\$ 70.00	1	trips	13	13	\$ 910.00
Sub Total						\$ 6,045.00
Sample Pick-Ups						
Concrete Technician	\$ 65.00	2	hours	16	32	\$ 2,080.00
Vehicle Charge	\$ 70.00	1	trips	16	16	\$ 1,120.00
Sub Total						\$ 3,200.00
Reinforcing Steel Observation Only						
Concrete Technician	\$ 65.00	4	hours	6	24	\$ 1,560.00
Vehicle Charge	\$ 70.00	1	trips	6	6	\$ 420.00
Sub Total						\$ 1,980.00
Sub Total						\$ 14,990.00
Structural Steel Observations						
Structural Steel Inspector	\$ 125.00	4	hours	7	28	\$ 3,500.00
Vehicle Charge	\$ 70.00	1	trips	7	7	\$ 490.00
Sub Total						\$ 3,990.00
Administration						
Project Manager	\$ 168.00		hours		50	\$ 8,400.00
Authorized Project Reviewer	\$ 237.00		hours		5	\$ 1,185.00
Project Assistant	\$ 74.00		hours		25	\$ 1,850.00
Final Letter	\$ 300.00		each		1	\$ 300.00
Project Setup	\$ 250.00		each		1	\$ 250.00
Sub Total						\$ 11,985.00
ESTIMATED TOTAL						\$ 68,492.00





October 7, 2024

City of Denton TX  
Giovanni Pineiro-Villa  
401 N Elm Street  
Denton, Texas 76201

Email: Giovanni.Pineiro-Villa@cityofdenton.com

**Re: Construction Materials Observation, Engineering, and Testing Services  
Denton Fire Station #6  
3232 Teasley Lane, Denton, Texas  
Terracon Consultants Inc. Proposal No. P94241686**

Dear Mr. Pineiro-Villa,

Thank you for selecting Terracon Consultants, Inc. (Terracon) to provide construction materials testing, observation services, or special inspection services for the above referenced publicly funded project. We were selected to perform these engineering services based upon the criteria outlined in the Texas Board of Professional Engineers and Surveyors Professional Services Procurement Act. We are presenting this budget estimate to confirm our understanding of the services to be performed for this project, to obtain written authorization to provide these services, and to present the estimated fee to provide these services. The following sections outline our understanding of the project and provide a description of the tasks to be performed.

**A) PROJECT INFORMATION**

Topic	Overview Statement
Proposed Structures	New 13,554 SF steel-framed building with structural masonry walls, a storm shelter, and dumpster enclosure
Building Pad Earthwork Preparation	Moisture conditioning existing soil to a depth of 8 feet below final grade with a 1-foot cap of non-expansive select fill material
Foundation Types	Drilled-straight shaft piers bearing into cemented sand or shale in conjunction with grade beams and a slab-on-grade system
Sitework	Approximately 36,000 SF of paving, parking, approaches, and sidewalks with typical site utilities and structures such a storm, water, and sanitary sewer
Assumptions	Casing will be used for straight shaft piers

## **Proposal for Construction Materials Testing Services**

Denton Fire Station #6

3232 Teasley Lane, Denton, Texas

October 7, 2024 ■ Terracon Proposal No. P94241686



Terracon was provided with the following construction documents for preparation of this proposal:

- Preliminary Civil Drawings by Kimley-Horn dated 08/20/2024
- Preliminary Structural Drawings by IMEG dated 08/20/2024
- Geotechnical Report by UES dated 08/28/2024
- Construction Schedule was not provided at the time of this proposal

### **B) WHY TERRACON?**

#### **Construction Materials Testing & Special Inspection Services**

Our team of inspectors, technicians, and engineers is experienced with providing materials testing, special inspections, and/or observations of concrete, soils, aggregate, masonry, structural steel, foundations, fireproofing, and asphalt pavement in the local area and are familiar with the recognized building jurisdiction requirements.

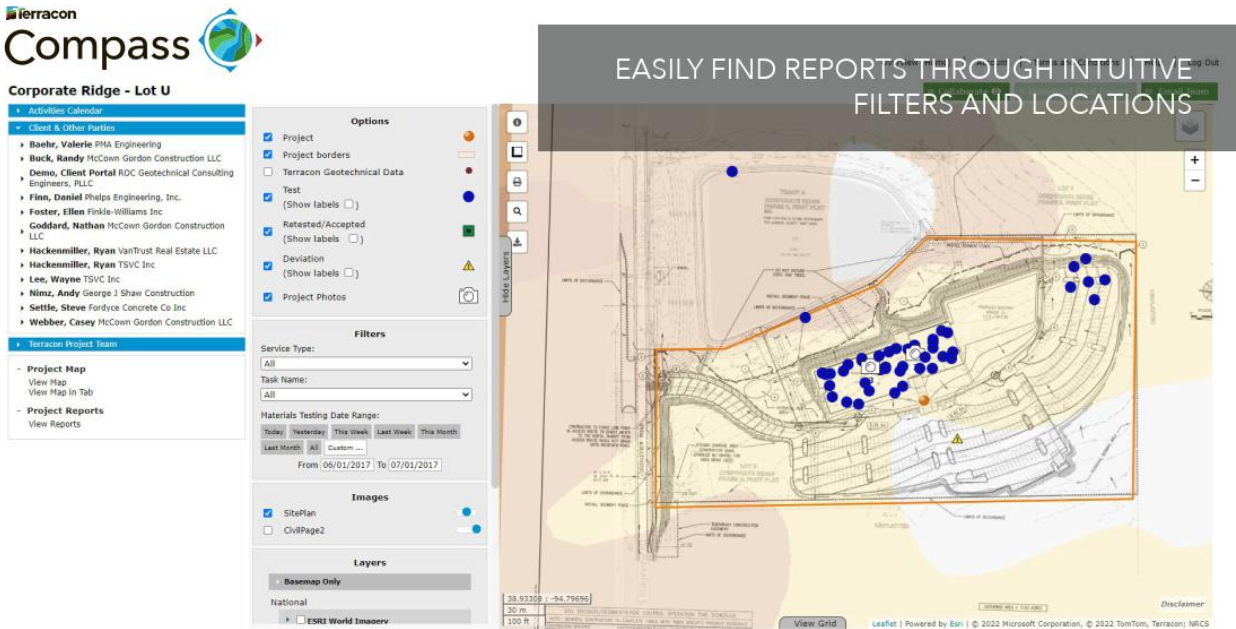


Compass is Terracon's latest client interfacing tool and elevates the way we do business. Within Terracon Compass, you can access your projects and their associated data, including environmental and geotechnical projects. When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features of Compass include:

- Filters for Date Performed, Service Type and Test Result Status
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Proposal for Construction Materials Testing Services

Denton Fire Station #6  
3232 Teasley Lane, Denton, Texas  
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Laboratory Capabilities

Our DFW Metro laboratories are accredited by AASHTO which is recognized by ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection. The scope of accreditation includes the field of Soils, Aggregates, and Portland Cement Concrete. As a requirement of accreditation, we regularly participate in the Proficiency Sample Programs of both AASHTO and the Cement and Concrete Reference Laboratory (CCRL). Our office includes a fully equipped laboratory and employs engineering technicians and special inspectors certified by many agencies including the American Concrete Institute (ACI), American Welding Society (AWS), and the International Code Council (ICC). We provide a rigorous internal training program where our staff are evaluated in specific field and laboratory test procedures by internal Terracon auditors and external agencies.

- Accredited by AASHTO Materials Reference Laboratory (AMRL)
- Inspected by Concrete and Cement Reference Laboratory (CCRL)
- Validated by United States Army Corps of Engineers (USACE)

C) SCOPE OF SERVICES

Based on our review and understanding of the documents listed above, Terracon proposes the following scope of services:

## **Proposal for Construction Materials Testing Services**

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### **Earthwork Observations and Testing:**

- Sample materials to be used as building fills, utility trench backfill, general fill, and pavement subgrades. Prepare and test the samples for Atterberg Limits (ASTM D4318), Minus #200 Sieve (ASTM D1140), and moisture-density relationship (ASTM D698).
- Observe proofrolling operations of the building pad and paving subgrades.
- Perform in-place moisture and density tests of the building fills, utility trench backfills, general fill, and pavement subgrades using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.
- Perform field gradations on the pulverized lime soil mixture to document the percent of soil passing through the required sieve sizes at a rate of one test per 10,000 square feet after the final pulverization process has been completed.
- Perform lime depth checks to verify the actual in-place depth of the lime treatment at a rate of one test per 10,000 square feet, once the pavement has been trimmed to the final grade.
- Perform a laboratory lime series from on-site soils using the PI and/or pH method.
- Perform One Point Free Swell Tests on remolded specimens from the material(s) proposed for use as moisture conditioned fill to determine the minimum moisture content(s) determined to reduce the swell potential to the levels recommended in the geotechnical report.
- Periodically collect swell test samples in the field during the moisture conditioning operation using pushed tubes. Transport samples back to the laboratory for swell testing to verify that the in-place moisture conditioned soils' swell potential meets the criteria set in the geotechnical report. Assistance from the earthwork contractor will be necessary to collect samples.

### **Drilled Straight Shaft Pier Observation and Testing:**

- Monitor the installation of the drilled pier foundation system including verification of the depth to bearing strata, required and actual depth of penetration into the bearing strata for each pier, total depth of piers, pertinent elevations (if provided by the field engineer), plumbness of the drilled pier hole excavation, cleanliness of bearing surface at completion of drilling, etc.
- Record dimensions and the number, size and length of reinforcing bars used.
- Sample the fresh concrete and perform required tests, including slump, air content, unit weight, ambient and concrete temperature, and cast test specimens (5 cylinders per 100 cy or fraction thereof per mix per day) during placements (ASTM C172, C31, C143, C231, and C1064).
- Perform compressive tests of concrete test cylinders cast in the field (ASTM C617, C39).

## **Proposal for Construction Materials Testing Services**

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### **Cast-in-Place Concrete Observations and Testing:**

- Sample and test the fresh concrete for each mix. Perform tests for slump, air content, ambient and concrete temperatures, and unit weight; and cast test specimens (ASTM C172, C31, C143, C231, C1064, C138). Terracon understands that the contractor will be responsible for providing a secure location and sources of water and electrical power for initial curing of concrete strength test specimens as required by ASTM C31.
- We have assumed the concrete will be sampled at a frequency of one set of five test cylinders every 100 cubic yards or fraction thereof per mix per day for all structural concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
- Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C31, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal maximum size aggregate of 1 inch or less. One cylinder will be tested at 7 days, three cylinders will be tested at 28 days, and one cylinder will be held for 56 days (or tested at an age requested by others).

### **Reinforcing Steel Observations:**

- Verify the size, number and placement of reinforcing steel and check general form dimensions prior to placement of concrete, per construction drawings.
- Terracon recommends scheduling a minimum of 24 hours prior to concrete placement.

### **Anchor Bolt Observations:**

- Verify the bolt diameter, length, shape, and embedment in concrete. The contractor has the responsibility to schedule this observation prior to placement of concrete. In those cases where anchor bolts are drilled and epoxied into existing concrete foundations, Terracon should be contacted to be present during installation of the bolts in order to verify the bolt hole size, depth, and cleanliness as well as the application of epoxy and installation of bolts.

### **Masonry Observations and Testing:**

- Provide a qualified technician for periodic field observation during load-bearing CMU wall construction.
- Sample mortar for compressive strength testing. (6 mortar cubes 2"x2"x2" per 5,000 SF wall area)
- Sample grout for compressive strength testing. (6 grout prisms 3"x3"x6" per 5,000 SF wall area)

### **Structural Steel Observations and Testing:**

- Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.

## **Proposal for Construction Materials Testing Services**

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- Provide a Certified Welding Inspector (CWI) in the field to visually observe accessible field bolted/welded connections in accordance with applicable AISC and AWS standards.
- Perform visual inspections of elevated metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.
- Terracon will observe any shear studs in association with composite concrete decks for number, pattern, and bond.
- Utilize an Ultrasonic Flaw detector to determine the quality of complete joint penetration welds such as moment connections or splice connections. If the base material has a thickness of 5/16" or greater, Terracon recommends that those welds be tested by the Ultrasonic Method in accordance with AWS D1.1.
- Perform visual inspections of completed accessible welds to verify that the welds meet the visual acceptance criteria of AWS D1.1.

### **Project Management and Administration:**

- A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for monitoring the project budget and will oversee the preparation of the final report.

### **Special Inspections Letter:**

- Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services Terracon performed and if our results and/ or observation were in compliance.

### **Exclusions:**

- **Please note that crane pad evaluation and engineering review of shoring designs of earthen subgrade are not included in Terracon's Scope of Services or fees described herein. If requested, Terracon will review available information and confer with you to establish an appropriate scope of service and anticipated time frame. Please note that supplemental geotechnical exploration, if required, can require several weeks of coordination, and advance notice of these services is appreciated to reduce the potential for construction delays.**

## **D) REPORTING**

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via electronic distribution unless otherwise requested. Please provide Terracon with a report distribution list prior to the beginning of the project. The list should include the company name, address, contact person name, phone number, and e-mail address for each person.



**Proposal for Construction Materials Testing Services**

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Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

**E) SCHEDULING**

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A minimum of 24-hour notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (817) 591-4907. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day.

**Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor, so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.**

**Scheduling Retests:**

**It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.**

**Additional Observation and Testing Services:**

If you would like us to perform additional observation and testing services, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin additional Observation and testing services, you simply return a signed copy of the Supplemental agreement.

**F) COMPENSATION**

Based on the project information available for our review, we propose a budget estimate of **\$72,308.00.** Services provided will be based on the unit rates included in the attached Fee Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

**Proposal for Construction Materials Testing Services**

Denton Fire Station #6

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October 7, 2024 ■ Terracon Proposal No. P94241686



For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day or outside of the normal hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted.

**A four-hour minimum charge is applicable to all trips made portal to portal (our laboratory) to provide our testing, observation and consulting services. A minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.**

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities and costs associated with re-tests, cancellations and stand-by time are not included in our estimated fee.

**G) SITE ACCESS AND SAFETY**

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

**H) TESTING AND OBSERVATION**

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.



**Proposal for Construction Materials Testing Services**

Denton Fire Station #6

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**I) AUTHORIZATION**

This proposal may be accepted by issuing a Professional Service Agreement and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate this opportunity of working with you and we look forward to working with you in the future.

Sincerely,  
Terracon Consultants, Inc.  
(Texas Registration No. F-3272)

A handwritten signature in black ink, appearing to read 'Daniel Garza'.

Daniel Garza, EIT  
Staff Engineer

A handwritten signature in black ink, appearing to read 'Drew Baze'.

Drew Baze  
Senior Associate

**Attachments:**

(1) Fee Estimate



Fee Estimate							
Materials Services							
Denton Fire Station #6							
Terracon Proposal No. P94241686							
DESCRIPTION	RATE	QUANTITY PER TRIP	UNITS	ESTIMATED TRIPS	TOTAL QUANTITY	ESTIMATED TOTAL	
Earthwork Observations and Testing							
Full-Time							
Soils Technician	\$ 68.00	8	hours	8	64	\$	4,352.00
Soils Technician, Overtime	\$ 102.00	4	hours	8	32	\$	3,264.00
Nuclear Gauge	\$ 63.00	1	days	8	8	\$	504.00
Vehicle Charge	\$ 70.00	1	trips	8	8	\$	560.00
Sub Total						\$	8,680.00
Part Time							
Soils Technician	\$ 68.00	4	hours	14	56	\$	3,808.00
Nuclear Gauge	\$ 63.00	1	days	14	14	\$	882.00
Vehicle Charge	\$ 70.00	1	trips	14	14	\$	980.00
Sub Total						\$	5,670.00
Sample Pick-Up							
Soils Technician	\$ 68.00	3	hours	3	9	\$	612.00
Vehicle Charge	\$ 70.00	1	trips	3	3	\$	210.00
Sub Total						\$	822.00
Laboratory Testing							
Standard Proctor	\$ 185.00		tests		5	\$	925.00
Atterberg Limits Determination (3 pt.)	\$ 78.00		tests		5	\$	390.00
Sieve Analysis	\$ 80.00		tests		2	\$	160.00
Lime Series (PI or pH)	\$ 315.00		tests		1	\$	315.00
Swell Test (PVR)	\$ 225.00		tests		6	\$	1,350.00
Wash 200	\$ 48.00		tests		5	\$	240.00
Oversized Particle Correction	\$ 30.00		tests		2	\$	60.00
Sub Total						\$	3,440.00
Sub Total						\$	18,612.00
Foundation Observations and Testing							
Full-Time							
Foundation Technician	\$ 70.00	8	hours	15	120	\$	8,400.00
Foundation Technician, Overtime	\$ 105.00	4	hours	15	60	\$	6,300.00
Compressive Strength of 4" x 8" Cylinder	\$ 27.00	5	tests	15	75	\$	2,025.00
Vehicle Charge	\$ 70.00	1	trips	15	15	\$	1,050.00
Sub Total						\$	17,775.00
Sample Pick-Ups							
Concrete Technician	\$ 65.00	2	hours	5	10	\$	650.00
Vehicle Charge	\$ 70.00	1	trips	5	5	\$	350.00
Sub Total						\$	1,000.00
Sub Total						\$	18,775.00

DESCRIPTION	RATE	QUANTITY PER TRIP	UNITS	ESTIMATED TRIPS	TOTAL QUANTITY	ESTIMATED TOTAL
Concrete & Reinforcing Steel Observations and Testing						
Day Time Large Placements						
Concrete Technician	\$ 65.00	6	hours	3	18	\$ 1,170.00
Concrete Technician, Overtime	\$ 97.50	4	hours	3	12	\$ 1,170.00
Compressive Strength of 4" x 8" Cylinder	\$ 27.00	15	tests	3	45	\$ 1,215.00
Vehicle Charge	\$ 70.00	1	trips	3	3	\$ 210.00
Sub Total						\$ 3,765.00
Miscellaneous Placements (Under 100 Yards)						
Concrete Technician	\$ 65.00	4	hours	12	48	\$ 3,120.00
Compressive Strength of 4" x 8" Cylinder	\$ 27.00	5	tests	12	60	\$ 1,620.00
Vehicle Charge	\$ 70.00	1	trips	12	12	\$ 840.00
Sub Total						\$ 5,580.00
Sample Pick-Ups						
Concrete Technician	\$ 65.00	2	hours	15	30	\$ 1,950.00
Vehicle Charge	\$ 70.00	1	trips	15	15	\$ 1,050.00
Sub Total						\$ 3,000.00
Reinforcing Steel Observations Only						
Concrete Technician	\$ 65.00	4	hours	4	16	\$ 1,040.00
Vehicle Charge	\$ 70.00	1	trips	4	4	\$ 280.00
Sub Total						\$ 1,320.00
Sub Total						\$ 13,665.00
Masonry Observations						
Part-Time						
Masonry Technician	\$ 70.00	4	hours	4	16	\$ 1,120.00
Compressive Strength of 3x6 inch Grout Prism	\$ 48.00	6	tests	4	24	\$ 1,152.00
Compressive Strength of 2 inch Mortar Cube or 3 inch cylinder	\$ 27.00	6	tests	4	24	\$ 648.00
Vehicle Charge	\$ 70.00	1	trips	4	4	\$ 280.00
Sub Total						\$ 3,200.00
Sample Pick-Up						
Concrete Technician	\$ 65.00	2	hours	4	8	\$ 520.00
Vehicle Charge	\$ 70.00	1	trips	4	4	\$ 280.00
Sub Total						\$ 800.00
Sub Total						\$ 4,000.00
Structural Steel Observations						
Structural Steel Inspector	\$ 125.00	4	hours	8	32	\$ 4,000.00
Vehicle Charge	\$ 70.00	1	trips	8	8	\$ 560.00
Sub Total						\$ 4,560.00
Administration						
Project Manager	\$ 168.00		hours		50	\$ 8,400.00
Authorized Project Reviewer	\$ 237.00		hours		8	\$ 1,896.00
Project Assistant	\$ 74.00		hours		25	\$ 1,850.00
Final Letter	\$ 300.00		each		1	\$ 300.00
Project Setup	\$ 250.00		each		1	\$ 250.00
Sub Total						\$ 12,696.00
ESTIMATED TOTAL						\$ 72,308.00



October 7, 2024

City of Denton TX  
Giovanni Pineiro-Villa  
401 N Elm Street  
Denton, Texas 76201

Email: Giovanni.Pineiro-Villa@cityofdenton.com

**Re: Construction Materials Observation, Engineering, and Testing Services  
Denton Fire Station #5  
2230 W Windsor Drive, Denton, Texas  
Terracon Consultants Inc. Proposal No. P94241685**

Dear Mr. Pineiro-Villa,

Thank you for selecting Terracon Consultants, Inc. (Terracon) to provide construction materials testing, observation services, or special inspection services for the above referenced publicly funded project. We were selected to perform these engineering services based upon the criteria outlined in the Texas Board of Professional Engineers and Surveyors Professional Services Procurement Act. We are presenting this budget estimate to confirm our understanding of the services to be performed for this project, to obtain written authorization to provide these services, and to present the estimated fee to provide these services. The following sections outline our understanding of the project and provide a description of the tasks to be performed.

#### **A) PROJECT INFORMATION**

<b>Topic</b>	<b>Overview Statement</b>
Proposed Structures	New 13,544 SF steel-framed building with storm shelter, dumpster enclosure and generator pad
Foundation Types	Drilled-straight shaft piers in conjunction with grade beams and a structurally suspended slab-on-void
Sitework	Approximately 30,800 SF of paving, parking, approaches and sidewalks with typical site utilities and structure

Terracon was provided with the following construction documents for preparation of this proposal:

- Preliminary Civil Drawings by Kimley-Horn dated 08/20/2024
- Preliminary Structural Drawings by IMEG dated 08/20/2024
- Geotechnical Report was not available at the time of this proposal
- Construction Schedule was not provided at the time of this proposal

## Proposal for Construction Materials Testing Services

Denton Fire Station #5

2230 W Windsor Drive, Denton, Texas

October 7, 2024 ■ Terracon Proposal No. P94241685



### B) WHY TERRACON?

#### Construction Materials Testing & Special Inspection Services

Our team of inspectors, technicians, and engineers is experienced with providing materials testing, special inspections, and/or observations of concrete, soils, aggregate, masonry, structural steel, foundations, fireproofing, and asphalt pavement in the local area and are familiar with the recognized building jurisdiction requirements.

## Compass



Compass is Terracon's latest client interfacing tool and elevates the way we do business. Within Terracon Compass, you can access your projects and their associated data, including environmental and geotechnical projects. When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features of Compass include:

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Corporate Ridge - Lot U

- Activities Calendar
- Client & Other Parties
  - Baehr, Valerie PMA Engineering
  - Buck, Randy McCann Gordon Construction LLC
  - Demo, Client Portal RDC Geotechnical Consulting Engineers, PLLC
  - Finn, Daniel Phelps Engineering, Inc.
  - Footer, Ellen Finkle-Williams Inc
  - Goddard, Nathan McCann Gordon Construction LLC
  - Hackenmiller, Ryan VanTrust Real Estate LLC
  - Hackenmiller, Ryan TSVC Inc
  - Lee, Wayne TSVC Inc
  - Nimz, Andy George J Shaw Construction
  - Settle, Steve Fordyce Concrete Co Inc
  - Webber, Casey McCann Gordon Construction LLC
- Terracon Project Team
  - Project Map
    - View Map
    - View Map in Tab
  - Project Reports
    - View Reports

Options

☒ Project  
☒ Project borders  
☐ Terracon Geotechnical Data  
☒ Test  

(Show labels ☐)

☒ Retested/Accepted  

(Show labels ☐)

☒ Deviation  

(Show labels ☐)

☒ Project Photos

Filters

Service Type:  
All

Task Name:  
All

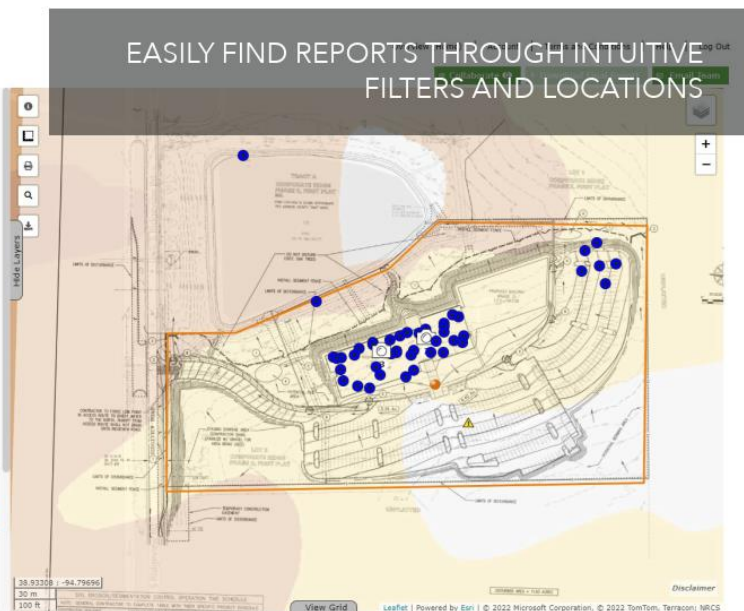
Materials Testing Date Range:  
Today Yesterday This Week Last Week This Month  
Last Month All Custom  
From 06/01/2017 To 07/01/2017

Images

☒ SitePlan  
☐ CivilPage2

Layers

Basemap Only  
National  
☐ ESRI World Imagery



**Proposal for Construction Materials Testing Services**

Denton Fire Station #5

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**Laboratory Capabilities**

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- Inspected by Concrete and Cement Reference Laboratory (CCRL)
- Validated by United States Army Corps of Engineers (USACE)

**C) SCOPE OF SERVICES**

Based on our review and understanding of the documents listed above, Terracon proposes the following scope of services:

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- Sample materials to be used as building fills, utility trench backfill, general fill, and pavement subgrades. Prepare and test the samples for Atterberg Limits (ASTM D4318), Minus #200 Sieve (ASTM D1140), and moisture-density relationship (ASTM D698).
- Observe proofrolling operations of the building pad and paving subgrades.
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## **Proposal for Construction Materials Testing Services**

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October 7, 2024 ■ Terracon Proposal No. P94241685



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### **Cast-in-Place Concrete Observations and Testing:**

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- Terracon recommends scheduling a minimum of 24 hours prior to concrete placement.

### **Anchor Bolt Observations:**

- Verify the bolt diameter, length, shape, and embedment in concrete. The contractor has the responsibility to schedule this observation prior to placement of concrete. In those cases where anchor bolts are drilled and epoxied into existing concrete foundations, Terracon should be contacted to be present during installation of the bolts in order to verify the bolt hole size, depth, and cleanliness as well as the application of epoxy and installation of bolts.

### **Masonry Observations and Testing:**

- Provide a qualified technician for periodic field observation during load-bearing CMU wall construction.
- Sample mortar for compressive strength testing. (6 mortar cubes 2"x2"x2" per 5,000 SF wall area)
- Sample grout for compressive strength testing. (6 grout prisms 3"x3"x6" per 5,000 SF wall area)



## **Proposal for Construction Materials Testing Services**

Denton Fire Station #5

2230 W Windsor Drive, Denton, Texas

October 7, 2024 ■ Terracon Proposal No. P94241685



### **Structural Steel Observations and Testing:**

- Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
- Provide a Certified Welding Inspector (CWI) in the field to visually observe accessible field bolted/welded connections in accordance with applicable AISC and AWS standards.
- Perform visual inspections of elevated metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.
- Terracon will observe any shear studs in association with composite concrete decks for number, pattern, and bond.
- Utilize an Ultrasonic Flaw detector to determine the quality of complete joint penetration welds such as moment connections or splice connections. If the base material has a thickness of 5/16" or greater, Terracon recommends that those welds be tested by the Ultrasonic Method in accordance with AWS D1.1.
- Perform visual inspections of completed accessible welds to verify that the welds meet the visual acceptance criteria of AWS D1.1.

### **Project Management and Administration:**

- A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for monitoring the project budget and will oversee the preparation of the final report.

### **Special Inspections Letter:**

- Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services Terracon performed and if our results and/ or observation were in compliance.

### **Exclusions:**

- **Please note that crane pad evaluation and engineering review of shoring designs of earthen subgrade are not included in Terracon's Scope of Services or fees described herein. If requested, Terracon will review available information and confer with you to establish an appropriate scope of service and anticipated time frame. Please note that supplemental geotechnical exploration, if required, can require several weeks of coordination, and advance notice of these services is appreciated to reduce the potential for construction delays.**



## **Proposal for Construction Materials Testing Services**

Denton Fire Station #5

2230 W Windsor Drive, Denton, Texas

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### **D) REPORTING**

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via electronic distribution unless otherwise requested. Please provide Terracon with a report distribution list prior to the beginning of the project. The list should include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

### **E) SCHEDULING**

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A minimum of 24-hour notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (817) 591-4907. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day.

**Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor, so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.**

#### **Scheduling Retests:**

**It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.**

#### **Additional Observation and Testing Services:**

If you would like us to perform additional observation and testing services, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin additional Observation and testing services, you simply return a signed copy of the Supplemental agreement.

## **Proposal for Construction Materials Testing Services**

Denton Fire Station #5

2230 W Windsor Drive, Denton, Texas

October 7, 2024 ■ Terracon Proposal No. P94241685



### **F) COMPENSATION**

Based on the project information available for our review, we propose a budget estimate of **\$58,038.00**. Services provided will be based on the unit rates included in the attached Fee Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day or outside of the normal hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted.

**A four-hour minimum charge is applicable to all trips made portal to portal (our laboratory) to provide our testing, observation and consulting services. A minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.**

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities and costs associated with re-tests, cancellations and stand-by time are not included in our estimated fee.

### **G) SITE ACCESS AND SAFETY**

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

### **H) TESTING AND OBSERVATION**

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and

**Proposal for Construction Materials Testing Services**

Denton Fire Station #5

2230 W Windsor Drive, Denton, Texas

October 7, 2024 ■ Terracon Proposal No. P94241685



Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

**I) AUTHORIZATION**

This proposal may be accepted by issuing a Professional Service Agreement and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate this opportunity of working with you and we look forward to working with you in the future.

Sincerely,  
Terracon Consultants, Inc.  
(Texas Registration No. F-3272)

A handwritten signature in black ink, appearing to read 'Daniel Garza'.

Daniel Garza, EIT  
Staff Engineer

A handwritten signature in black ink, appearing to read 'Drew Baze'.

Drew Baze  
Senior Associate

**Attachments:**

(1) Fee Estimate



**Fee Estimate**

**Materials Services**

**Denton Fire Station #5**

**Terracon Proposal No. P94241685**

DESCRIPTION	RATE	QUANTITY PER TRIP	UNITS	ESTIMATED TRIPS	TOTAL QUANTITY	ESTIMATED TOTAL
<b>Earthwork Observations and Testing</b>						
<b>Part Time</b>						
Soils Technician	\$ 68.00	4	hours	12	48	\$ 3,264.00
Nuclear Gauge	\$ 63.00	1	days	12	12	\$ 756.00
Vehicle Charge	\$ 70.00	1	trips	12	12	\$ 840.00
<b>Sub Total</b>						<b>\$ 4,860.00</b>
<b>Sample Pick-Up</b>						
Soils Technician	\$ 68.00	3	hours	2	6	\$ 408.00
Vehicle Charge	\$ 70.00	1	trips	2	2	\$ 140.00
<b>Sub Total</b>						<b>\$ 548.00</b>
<b>Laboratory Testing</b>						
Standard Proctor	\$ 185.00		tests		5	\$ 925.00
Atterberg Limits Determination (3 pt.)	\$ 78.00		tests		5	\$ 390.00
Sieve Analysis	\$ 80.00		tests		1	\$ 80.00
Wash 200	\$ 48.00		tests		5	\$ 240.00
Oversized Particle Correction	\$ 30.00		tests		2	\$ 60.00
<b>Sub Total</b>						<b>\$ 1,695.00</b>
<b>Sub Total</b>						<b>\$ 7,103.00</b>
<b>Foundation Observations and Testing</b>						
<b>Full-Time</b>						
Foundation Technician	\$ 70.00	8	hours	10	80	\$ 5,600.00
Foundation Technician, Overtime	\$ 105.00	4	hours	10	40	\$ 4,200.00
Compressive Strength of 4" x 8" Cylinder	\$ 27.00	5	tests	10	50	\$ 1,350.00
Vehicle Charge	\$ 70.00	1	trips	10	10	\$ 700.00
<b>Sub Total</b>						<b>\$ 11,850.00</b>
<b>Sample Pick-Ups</b>						
Concrete Technician	\$ 65.00	2	hours	5	10	\$ 650.00
Vehicle Charge	\$ 70.00	1	trips	5	5	\$ 350.00
<b>Sub Total</b>						<b>\$ 1,000.00</b>
<b>Sub Total</b>						<b>\$ 12,850.00</b>
<b>Concrete &amp; Reinforcing Steel Observations and Testing</b>						
<b>Day Time Large Placements</b>						
Concrete Technician	\$ 65.00	6	hours	5	30	\$ 1,950.00
Concrete Technician, Overtime	\$ 97.50	2	hours	5	10	\$ 975.00
Compressive Strength of 4" x 8" Cylinder	\$ 27.00	15	tests	5	75	\$ 2,025.00
Vehicle Charge	\$ 70.00	1	trips	5	5	\$ 350.00
<b>Sub Total</b>						<b>\$ 5,300.00</b>
<b>Miscellaneous Placements (Under 100 Yards)</b>						
Concrete Technician	\$ 65.00	4	hours	16	64	\$ 4,160.00
Compressive Strength of 4" x 8" Cylinder	\$ 27.00	5	tests	16	80	\$ 2,160.00
Vehicle Charge	\$ 70.00	1	trips	16	16	\$ 1,120.00
<b>Sub Total</b>						<b>\$ 7,440.00</b>

**Explore with us**

DESCRIPTION	RATE	QUANTITY PER TRIP	UNITS	ESTIMATED TRIPS	TOTAL QUANTITY	ESTIMATED TOTAL
Sample Pick-Ups						
Concrete Technician	\$ 65.00	2	hours	21	42	\$ 2,730.00
Vehicle Charge	\$ 70.00	1	trips	21	21	\$ 1,470.00
Sub Total						\$ 4,200.00
Reinforcing Steel Observations						
Concrete Technician	\$ 65.00	4	hours	5	20	\$ 1,300.00
Vehicle Charge	\$ 70.00	1	trips	5	5	\$ 350.00
Sub Total						\$ 1,650.00
Sub Total						\$ 18,590.00
Masonry Observations						
Part-Time						
Masonry Technician	\$ 70.00	4	hours	5	20	\$ 1,400.00
Compressive Strength of 3x6 inch Grout Prism	\$ 48.00	6	tests	5	30	\$ 1,440.00
Compressive Strength of 2 inch Mortar Cube or 3 inch cylinder	\$ 27.00	6	tests	5	30	\$ 810.00
Vehicle Charge	\$ 70.00	1	trips	5	5	\$ 350.00
Sub Total						\$ 4,000.00
Sample Pick-Up						
Concrete Technician	\$ 65.00	2	hours	5	10	\$ 650.00
Vehicle Charge	\$ 70.00	1	trips	5	5	\$ 350.00
Sub Total						\$ 1,000.00
Sub Total						\$ 5,000.00
Structural Steel Observations						
Structural Steel Inspector	\$ 125.00	4	hours	8	32	\$ 4,000.00
Vehicle Charge	\$ 70.00	1	trips	8	8	\$ 560.00
Sub Total						\$ 4,560.00
Administration						
Project Manager	\$ 168.00		hours		40	\$ 6,720.00
Authorized Project Reviewer	\$ 237.00		hours		5	\$ 1,185.00
Project Assistant	\$ 74.00		hours		20	\$ 1,480.00
Final Letter	\$ 300.00		each		1	\$ 300.00
Project Setup	\$ 250.00		each		1	\$ 250.00
Sub Total						\$ 9,935.00
ESTIMATED TOTAL						\$ 58,038.00

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

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

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

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

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

Terracon Consultants, Inc.

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

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

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

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

**4** ☒ **I have no Conflict of Interest to disclose.****5** Signed by:*Drew Baze*

1/31/2025

\_\_\_\_\_  
Signature of Vendor doing business with the governmental entity\_\_\_\_\_  
Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
    - (i) a contract between the local governmental entity and vendor has been executed; or
    - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

### **City of Denton Ethics Code Ordinance Number 18-757**

**Definitions:**

**Relative:** a family member related to a City Official within the third 3<sup>rd</sup> degree of affinity (marriage) or consanguinity (blood or adoption)

**City Official:** for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

**Vendor:** a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

## Certificate Of Completion

Envelope Id: 6C6D250D-C062-4569-BF9B-89C5186E1B09

Subject: Please DocuSign: City Council Contract 7703-006 FS 5&6 & SW Fleet Shop Material Testing

Source Envelope:

Document Pages: 53

Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Sent

Envelope Originator:

Erica Garcia

901B Texas Street

Denton, TX 76209

erica.garcia@cityofdenton.com

IP Address: 198.49.140.10

## Record Tracking

Status: Original

1/28/2025 8:56:10 AM

Holder: Erica Garcia

erica.garcia@cityofdenton.com

Location: DocuSign

## Signer Events

Erica Garcia

erica.garcia@cityofdenton.com

Senior Buyer

City of Denton

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

## Signature

**Completed**

Using IP Address: 198.49.140.10

## Timestamp

Sent: 1/28/2025 9:06:44 AM

Viewed: 1/28/2025 9:06:52 AM

Signed: 1/28/2025 9:09:33 AM

Lori Hewell

lori.hewell@cityofdenton.com

Purchasing Manager

City of Denton

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign



Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.104

Sent: 1/28/2025 9:09:37 AM

Viewed: 1/28/2025 9:17:20 AM

Signed: 1/28/2025 9:19:14 AM

Marcella Lunn

marcella.lunn@cityofdenton.com

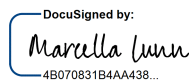
Senior Deputy City Attorney

City of Denton

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign



Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Sent: 1/28/2025 9:19:17 AM

Viewed: 1/30/2025 10:42:13 AM

Signed: 1/30/2025 11:54:43 AM

Drew Baze

Drew.Baze@terracon.com

Department Manager

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 1/31/2025 4:28:23 AM

ID: e0f04c89-7d0f-442b-84ea-fc2a0798e3fd



Signature Adoption: Pre-selected Style

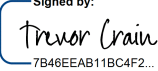
Using IP Address: 12.117.197.150

Sent: 1/30/2025 12:50:00 PM

Viewed: 1/31/2025 4:28:23 AM

Signed: 1/31/2025 1:54:50 PM



Signer Events	Signature	Timestamp
<p>Trevor Crain Trevor.Crain@cityofdenton.com Director of Capital Projects City of Denton Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 1/31/2025 2:01:17 PM ID: e1b6538c-0729-4ec6-8b70-6d6576d9e4a4</p>	<p>Signed by:  7B46EEAB11BC4F2...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 70.237.27.78 Signed using mobile</p>	<p>Sent: 1/31/2025 1:54:54 PM Viewed: 1/31/2025 2:01:17 PM Signed: 1/31/2025 2:01:41 PM</p>
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		<p>Sent: 1/31/2025 2:01:45 PM</p>
<p>Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Lauren Thoden lauren.thoden@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
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
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 1/28/2025 9:09:38 AM</p>
<p>Daniel Garza Daniel.Garza@terracon.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 1/30/2025 12:32:48 PM ID: 46075b80-c097-4546-9da0-ed8c500de7b5</p>	<div>COPIED</div>	<p>Sent: 1/30/2025 12:50:08 PM</p>

Carbon Copy Events	Status	Timestamp
<div>Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</div> <div>City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</div> <div>Gio Pineiro-Villalba giovanni.pineiro-villalba@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/26/2024 11:28:04 AM ID: 6fc29479-bb2d-4695-941f-7fb8a0f0e632</div>	<div>COPIED</div>	<div>Sent: 1/31/2025 2:01:46 PM</div>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/28/2025 9:06:44 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

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

To contact us by email send messages to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

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

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- 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;
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**Required hardware and software**

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

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

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