

Docusign Transmittal Coversheet

File Name	8209 Airport Engineering Services
Purchasing Contact	Gabby Leeper
Contract Expiration	8/24/2028

## **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 Garver, LLC with its corporate office at 4701 Northshore Drive, North Little Rock, AR 72118 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Airport Engineering Services (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 included in RFQ 8209 Airport Engineering Services which is on file at the Purchasing office and made a part here of as Attachment A and set forth in the Scope of Services attached hereto as Attachment B. 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.
- C.** ENGINEER shall perform all those services set forth in individual task orders, as described in Exhibit B, and task orders agreed to in writing by CITY and ENGINEER after the execution of this Agreement which shall be attached to this Agreement and made a part hereof.

#### **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 \$15,000 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment 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 the contract shall remain effective for a three (3) year period with the option for two (2) additional one (1) year extensions, in the total of a five (5) years. The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each

year, from the date of award by City Council. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.

### **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 B 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 B.
- (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 B, 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 B.
- (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 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, agents, and volunteers 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 but may redact the amount of said premiums as proprietary business information.
- 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 and schedule will be made through an amendment to this AGREEMENT.

## **O. Schedule**

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment B to this AGREEMENT pursuant to Texas Local Government Code § 271.904(d).

## **P. Equal Opportunity**

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.
- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

## **SECTION 5** **Obligations of the City**

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

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

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

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

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

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

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

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

#### **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.

## **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. 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 18-757 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. 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 - RFQ 8209 Airport Engineering Services (on file at the purchasing office)

Attachment B - Scope of Services, Compensation & 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  
08/28/2023\_\_\_\_\_.

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

DocuSigned by:

*Scott Gray*

Signature

Airport Director

Title

Airport

Department

BY:

CITY OF DENTON, TEXAS

DocuSigned by:

*Gabby Leeper*

Authorized Agent

BY:

ENGINEER

Garver

DocuSigned by:

*Mitchell McNally*

Authorized Agent, Title

Attachment B - Scope of Services, Compensation & Project Schedule



3010 Gaylord Parkway  
Suite 190  
Frisco, TX 75034  
TEL 972.377.7480  
FAX 972.377.8380  
[www.GarverUSA.com](http://www.GarverUSA.com)

July 11, 2023

Scott Gray, CM, CAE  
Denton Enterprise Airport  
Airport Director  
5000 Airport Road  
Denton, TX 76207

Re: Denton Enterprise Airport (DTO)  
Stormwater Pollution Prevention Plan (SWPPP) Update  
Engineering Services Proposal

Dear Mr. Gray:

Garver is pleased to submit this proposal to provide engineering professional services related to the above referenced project.

**COMPENSATION**

For the Airport SWPPP Update project, the hourly not-to-exceed fee of **\$15,000.00** is based on the completion of SWPPP book update. A detailed breakdown of the proposed fee for these services is included within Exhibit B.

**SCHEDULE**

Garver acknowledges the importance of the project schedule to the City of Denton and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

Barring unforeseen circumstances beyond the control of Garver, we would anticipate completing the work within a mutually agreeable schedule that aligns with the City of Denton.

Garver is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or would like any additional information, please feel free to call me anytime at 214-619-9023.

Sincerely,

Mitchell McAnally, PE, PMP  
Senior Project Manager

Attachments: Exhibit A – Scope of Services  
Exhibit B – Fee Spreadsheet



## **EXHIBIT B (SCOPE OF SERVICES)**

Generally, the Scope of Services includes the following professional services for the Stormwater Pollution Prevention Plan (SWPPP) update at Denton Enterprise Airport (DTO).

### **1. ENVIRONMENTAL SERVICES**

1.1. Garver (Consultant) shall perform environmental tasks to update current Spill Prevention Control and Countermeasure Plan and the Stormwater Pollution Prevention Plan. If required, the Consultant will coordinate with City staff for airport spill prevention and stormwater specifics for completion of the documents. The Consultant will provide the following services:

1.1.1. Update the Spill Prevention Control and Countermeasure (SPCC) Plan. The Consultant shall update the SPCC Plan based on City comments and suggestions.

1.1.2. Update the Stormwater Pollution Prevention Plan (SWPPP). The Consultant will apply the SPCC applicable comments to the SWPPP and confirm the SWPPP is current with the TCEQ permit.

### **2. PROJECT DELIVERABLES**

2.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- Updated Airport SWPPP plan
- Updated SPCC plan as a part of the SWPPP Plan

### **3. ADDITIONAL SERVICES**

3.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Deliverables beyond those listed herein.
- Design of any utility relocation.
- Engineering, architectural, or other professional services beyond those listed herein.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.

### **4. SCHEDULE**

4.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.



**Exhibit B**  
**Denton Enterprise Airport (DTO)**  
**SWPPP Update**  
**Garver Hourly Rate Schedule: July 2023 - June 2024**

<b>Classification</b>	<b>Rates</b>	<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>		<b>Resource Specialists</b>	
E-1	\$ 161.00	RS-1	\$ 104.00
E-2	\$ 189.00	RS-2	\$ 137.00
E-3	\$ 225.00	RS-3	\$ 194.00
E-4	\$ 265.00	RS-4	\$ 268.00
E-5	\$ 322.00	RS-5	\$ 335.00
E-6	\$ 397.00	RS-6	\$ 411.00
E-7	\$ 444.00	RS-7	\$ 460.00
<b>Planners</b>		<b>Environmental Specialists</b>	
P-1	\$ 194.00	ES-1	\$ 104.00
P-2	\$ 230.00	ES-2	\$ 131.00
P-3	\$ 261.00	ES-3	\$ 168.00
P-4	\$ 320.00	ES-4	\$ 198.00
P-5	\$ 380.00	ES-5	\$ 248.00
<b>Designers</b>		ES-6	\$ 318.00
D-1	\$ 145.00	ES-7	\$ 398.00
D-2	\$ 164.00	ES-8	\$ 450.00
D-3	\$ 194.00	<b>Project Controls</b>	
D-4	\$ 227.00	PC-1	\$ 106.00
<b>Technicians</b>		PC-2	\$ 140.00
T-1	\$ 126.00	PC-3	\$ 178.00
T-2	\$ 170.00	PC-4	\$ 229.00
T-3	\$ 184.00	PC-5	\$ 280.00
T-4	\$ -	PC-6	\$ 361.00
<b>Surveyors</b>		PC-7	\$ 454.00
S-1	\$ 78.00	<b>Administration / Management</b>	
S-2	\$ 93.00	AM-1	\$ 75.00
S-3	\$ 128.00	AM-2	\$ 96.00
S-4	\$ 175.00	AM-3	\$ 134.00
S-5	\$ 230.00	AM-4	\$ 171.00
S-6	\$ 268.00	AM-5	\$ 209.00
2-Man Crew (Survey)	\$ 291.00	AM-6	\$ 272.00
3-Man Crew (Survey)	\$ 351.00	AM-7	\$ 320.00
2-Man Crew (GPS Survey)	\$ 344.00	M-1	\$ 510.00
3-Man Crew (GPS Survey)	\$ 403.00		
<b>Construction Observation</b>			
C-1	\$ 112.00		
C-2	\$ 140.00		
C-3	\$ 171.00		
C-4	\$ 221.00		
C-5	\$ 259.00		

Exhibit B

Denton Enterprise Airport (DTO)  
SWPPP Update

FEE SUMMARY

Title I Service	Estimated Fees
Environmental Services	\$ 15,000.00
Subtotal for Title I Service	\$ 15,000.00

Exhibit B

Denton Enterprise Airport (DTO)  
SWPPP Update

Environmental Services

WORK TASK DESCRIPTION	E-5	ES-4	ES-2	AM-2
	hr	hr	hr	hr
1. Categorical Exclusion (CATEX)				
Virtual Kickoff Meeting	1	1	2	
Coordination with Airport & City of Denton	1	4	2	
Site investigation to verify existing conditions		8	8	
Update SWPPP Document		8	16	
Update SPCC Plan		8	16	
Virtual Review Meeting		1	2	
Finalize SWPPP & SPCC Updates		2	4	
Project Administration	1	2		4
Subtotal - Categorical Exclusion (CATEX)	3	34	50	4

Hours	3	34	50	4
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SUBTOTAL - SALARIES:	\$14,632.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$123.00
Postage/Freight/Courier	\$30.00
Office Supplies/Equipment	\$25.00
Computer Modeling/Software Use	\$100.00
Travel Costs	\$90.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$368.00
---------------------------------------	----------

SUBTOTAL:	\$15,000.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$15,000.00
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**Certificate Of Completion**

Envelope Id: B0FE7BEE6DE14CDE97861A59E5148936

Status: Completed

Subject: \*\*\*Purchasing Approval\*\*8209 Airport Engineering Services

Source Envelope:

Document Pages: 24

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 1

Gabby Leeper

AutoNav: Enabled

901B Texas Street

Envelopel Stamping: Enabled

Denton, TX 76209

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

Gabby.Leeper@cityofdenton.com

IP Address: 198.49.140.10

**Record Tracking**

Status: Original

Holder: Gabby Leeper

Location: DocuSign

8/24/2023 4:33:53 PM

Gabby.Leeper@cityofdenton.com

**Signer Events****Signature****Timestamp**

Gabby Leeper

**Completed**

Sent: 8/24/2023 4:36:33 PM

gabby.leeper@cityofdenton.com

Viewed: 8/24/2023 4:36:41 PM

Buyer

Signed: 8/24/2023 4:39:46 PM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lori Hewell



Sent: 8/24/2023 4:39:47 PM

lori.hewell@cityofdenton.com

Viewed: 8/25/2023 11:05:10 AM

Purchasing Manager

Signed: 8/25/2023 11:08:28 AM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 198.49.140.10

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

Mitchell McAnally



Sent: 8/25/2023 11:08:30 AM

MRMcAnally@GarverUSA.com

Resent: 8/28/2023 2:58:12 PM

Senior Project Manager

Viewed: 8/28/2023 2:59:22 PM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.58.5.110

**Electronic Record and Signature Disclosure:**

Accepted: 8/28/2023 2:59:22 PM

ID: e93cb10a-0cd2-4b32-a449-67e985e3427a

Scott Gray



Sent: 8/28/2023 2:59:44 PM

scott.gray@cityofdenton.com

Viewed: 8/28/2023 3:03:53 PM

Airport Director

Signed: 8/28/2023 3:04:15 PM

x

Signature Adoption: Pre-selected Style

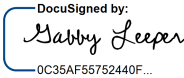
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(None)

Using IP Address: 198.49.140.10

**Electronic Record and Signature Disclosure:**

Accepted: 8/28/2023 3:03:53 PM

ID: 24907851-7f17-4ddd-8ae7-468cac3f60db

Signer Events	Signature	Timestamp
Gabby Leeper gabby.leeper@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	<div> <div>DocuSigned by:</div>  <div>0C35AF58752440F...</div> </div> Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 8/28/2023 3:04:17 PM Viewed: 8/28/2023 3:15:16 PM Signed: 8/28/2023 3:20:10 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 8/28/2023 3:20:12 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/24/2023 4:36:33 PM
Certified Delivered	Security Checked	8/28/2023 3:15:16 PM
Signing Complete	Security Checked	8/28/2023 3:20:10 PM
Completed	Security Checked	8/28/2023 3:20:12 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

**How to contact City of Denton:**

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

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

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

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [melissa.kraft@cityofdenton.com](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..

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

**To request paper copies from City of Denton**

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

**To withdraw your consent with City of Denton**

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

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

**Required hardware and software**

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

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

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

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

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

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

ORDINANCE NO.25-284

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND GARVER, LLC, AMENDING THE CONTRACT APPROVED BY PURCHASING ON AUGUST 28, 2023, IN THE NOT-TO-EXCEED AMOUNT OF \$15,000.00; SAID FIRST AMENDMENT TO PROVIDE A DRAINAGE STUDY FOR THE DENTON ENTERPRISE AIRPORT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8209 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$70,000.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$85,000.00).

WHEREAS, on August 28, 2023, Purchasing awarded a contract to Garver, LLC in the amount of \$15,000.00, for Airport Engineering Services for the Denton Enterprise Airport; and

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

WHEREAS, the additional fees under the proposed First Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees applicable to the Provider's profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The First Amendment, increasing the amount of the contract between the City and Garver, LLC, which is on file in the office of the Purchasing Agent, in the amount of Seventy Thousand and 0/100 (\$70,000.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$85,000.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Joe Holland and seconded by Brandon Chase McGee. This ordinance was passed and approved by the following vote [ 7 - 0 ]:

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

PASSED AND APPROVED this the 18th day of February, 2025.

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

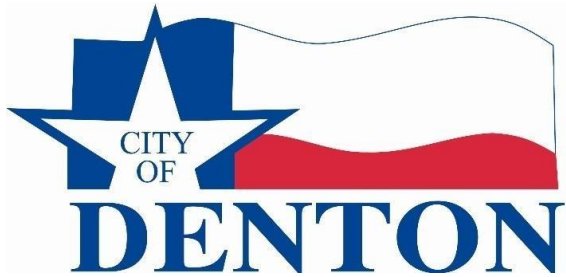
ATTEST:  
 LAUREN THODEN, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
 MACK REINWAND, CITY ATTORNEY

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





Docusign City Council Transmittal Coversheet

RFQ	8209
File Name	Airport Engineering Services - Amendment 1
Purchasing Contact	Christina Dormady
City Council Target Date	FEBRUARY 18, 2025
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	25-284



**FIRST AMENDMENT TO CONTRACT  
BY AND BETWEEN THE CITY OF DENTON, TEXAS  
AND GRAVER, LLC  
PSA 8209**

THE STATE OF TEXAS                   §

COUNTY OF DENTON                   §

THIS FIRST AMENDMENT TO CONTRACT 8209 (“Amendment”) by and between the City of Denton, Texas (“City”) and Garver, LLC (“Engineer”); to that certain contract executed on August 28, 2023, in the original not-to-exceed amount of \$15,000 (the “Agreement”); for services related to Airport Engineering Services.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$70,000 with this Amendment for an aggregate not-to-exceed amount of \$85,000; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

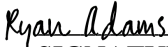
NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to Drainage Study, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$70,000.
2. This Amendment modifies the Agreement amount to provide an additional \$70,000 for the additional services with a revised aggregate not to exceed total of \$85,000.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 2/19/2025.


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

Signed by:  
  
\_\_\_\_\_  
7654D0734AF190  
SIGNATURE  
Ryan Adams  
\_\_\_\_\_  
PRINTED NAME  
Director of Airport  
\_\_\_\_\_  
TITLE  
Airport  
\_\_\_\_\_  
DEPARTMENT

ATTEST:  
LAUREN THODEN, CITY SECRETARY

DocuSigned by:  
  
\_\_\_\_\_  
D09D09CAD33D487...

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

DocuSigned by:  
  
\_\_\_\_\_  
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DocuSigned by:  
**CONTRACTOR**  
  
\_\_\_\_\_  
B0110314264D  
**AUTHORIZED SIGNATURE**

Printed Name: Mitchell McAnally  
\_\_\_\_\_  
Title: Vice President  
\_\_\_\_\_  
214-619-9023  
\_\_\_\_\_  
PHONE NUMBER  
MRMcAnally@GarverUSA.com  
\_\_\_\_\_  
EMAIL ADDRESS  
2025-1258741  
\_\_\_\_\_  
TEXAS ETHICS COMMISSION  
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

DocuSigned by:  
  
\_\_\_\_\_  
52365609A7042E  
SARA HENSLEY  
CITY MANAGER



3000 Internet Blvd  
Suite 400  
Frisco, TX 75034  
TEL 972.377.7480  
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[www.GarverUSA.com](http://www.GarverUSA.com)

December 20, 2024

Ryan Adams  
Airport Director  
Denton Enterprise Airport (DTO)  
5000 Airport Road  
Denton, TX 76207

Re: Denton Enterprise Airport (DTO)  
DTO Drainage Study  
Professional Services Proposal (*Revision 1*)

Dear Mr. Adams,

Garver is pleased to submit this proposal to provide professional services relating to the improvements listed in "Exhibit A - Scope of Services" for the referenced project.

#### COMPENSATION

For the DTO Drainage Study, the not-to-exceed fee of **\$70,000.00** is based upon the scope of services provided in Exhibit A. A detailed breakdown of the proposed fee for the engineering services is included in Exhibit B. The area of study can be found within Exhibit C.

	<u>FEE AMOUNT</u>	<u>FEE TYPE</u>
<b>Title I Services</b>		
Drainage Study	\$70,000.00	LUMP SUM
<b>Subtotal (Title I Services)</b>	<b>\$ 70,000.00</b>	
<b>Total</b>	<b>\$70,000.00</b>	

Garver is pleased to have this opportunity to submit this proposal, and we look forward to working with you on this project. If you have any questions or would like any additional information, please feel free to call me at 214-619-9023.

Sincerely,  
GARVER

Mitchell McAnally, PMP, PE  
Senior Project Manager

Attachments: Exhibit A – Scope of Services  
Exhibit B – Garver Fee Spreadsheet  
Exhibit C – Area of Study



## **EXHIBIT A (SCOPE OF SERVICES)**

Generally, the Scope of Services includes the following professional services for the Drainage Study at the Denton Enterprise Airport (DTO) with the study limits shown on the attached exhibit and stated in Section 2.4. The Drainage Study will be conducted as shown in the attached Exhibit C.

- Project Administration
- Drainage Study

### **1. PROJECT ADMINISTRATION**

- 1.1. Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.

### **2. DRAINAGE STUDY**

Conduct a planning level Downstream Assessment based on guidance from the City of Denton Exhibit A Stormwater Design Criteria Manual, dated October 2024, and the North Central Texas Council of Governments (NCTCOG) integrated Stormwater Management (iSWM) Technical Manual, latest edition. The Downstream Assessment shall consider the current master development plan for the Denton Enterprise Airport (DTO) property and assume "full build out" developed conditions.

- 2.1. Garver will perform a data collection and data gathering task to obtain the following readily available and accessible information:
  - 2.1.1. Garver will prepare a FIS data request for the effective technical and administrative support documentation for Dry Fork Hickory Creek and Hickory Creek within the project approximate project limits. Garver will submit the data request and payment to the FEMA Engineering Library electronically by email to [FEMA-EngineeringLibrary@fema.dhs.gov](mailto:FEMA-EngineeringLibrary@fema.dhs.gov).
  - 2.1.2. Obtain existing as-built plans and drainage design data, including hydrologic and hydraulic model(s), and master development plan for the DTO property.
  - 2.1.3. Obtain publicly available GIS data, lidar topographic data, aerial photography, and NRCS SSURGO digital soils data for portions of Dry Fork Hickory Creek and Hickory Creek watersheds.
  - 2.1.4. Submit a data request to the City of Denton for any hydrologic and hydraulic models within the study area, FEMA effective FIS technical and administrative support documentation for Dry Fork Hickory Creek and Hickory Creek watersheds.
- 2.2. Garver will develop hydrologic models for the Downstream Assessments of Dry Fork Hickory Creek and Hickory Creek since portions of the airport property drain into both watersheds. The USACE HEC-HMS software will utilize the SCS Unit Hydrograph Method to estimate peak discharges for the 1-, 25-, and 100-year, 24-hour storm events. Modeling methodology and parameters will be selected in accordance with standard engineering practice and Owner standards. Modeling parameters, such as areas, slopes, drainage paths, distances, etc. will be obtained from publicly available Lidar, surveys, planimetric contour maps, and aerial photos.



- 2.2.1. Hydrologic analysis of the pre- and post-development on-site conditions based on the current airport master development plan.
- 2.2.2. Offsite undeveloped areas will be considered as “full build-out” for both the pre- and post-development analyses based on the City of Denton’s future land use map and/or master development plan.
- 2.2.3. The Downstream Assessment will evaluate streambank protection and flood mitigation storm events. Since this is a planning level study, the conveyance storm will only include the evaluation of the outlet discharges and will not include a detailed analysis of the individual on-site sub-basins and improvements needed for the full build-out (i.e., streets, sidewalks, inlets, storm drain pipe systems, etc.) to convey the on-site runoff to the drainage basin outlet(s).
- 2.3. Garver will review the effective hydraulic models, if available, from the FEMA FIS data request. If the models are provided in a usable electronic file format, and Garver determines the models to be adequate to represent current existing conditions, Garver will utilize the FEMA effective hydraulic model as the basis of the Downstream Assessment.
- 2.4. If the FEMA effective hydraulic models are not provided in a usable electronic file format, Garver will develop hydraulic models for the Downstream Assessment of Dry Fork Hickory Creek and Hickory Creek. The USACE HEC-RAS software will be used to develop unsteady-flow one-dimensional hydraulic models to evaluate water surface elevations and velocities along the stream reach.
  - 2.4.1. The limits of the hydraulic modeling for Dry Fork Hickory Creek will begin at FEMA cross section “B” and continue upstream to FEMA cross section “J”.
  - 2.4.2. The limits of the hydraulic modeling for Hickory Creek will begin at FEMA cross section “F” and continue upstream to FEMA cross section “J”.
- 2.5. If the result of the Downstream Assessment determines that stormwater detention is required for the “full build-out” of the DTO property, Garver will estimate the storage volume required to mitigate the increased peak discharges due to proposed site development leaving the site in accordance with the City of Denton Exhibit A Stormwater Design Criteria Manual, dated October 2024. This will include conceptual level planning and design only and shall not include the detailed design of a stormwater detention facility.
- 2.6. Garver will develop a brief drainage analysis and this information will be included in the final engineer’s report. The drainage analysis report will include the following:
  - Pre-development drainage methodology and results
  - Conceptual planning level post-development drainage methodology and results
  - Planning level drainage recommendations

### 3. DESIGN SERVICES

- 3.1. General: Garver will prepare detailed drainage study for the Denton Enterprise Airport (DTO). These designs shall conform to the standards of practice ordinarily used by members of Garver’s profession practicing under similar conditions and shall be submitted to the City of Denton from which approval must be obtained.



3.2. Owner / Agency Coordination: Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

3.3. Project Management Plan / Quality Control Procedures

5.3.1 Garver will develop a project specific project management plan. The project management plan will include the project background, scope of work, stakeholder contact information, project team organization and roles, design criteria, project schedule, deliverables, and quality control procedures.

5.3.2 Garver will complete quality control reviews for each deliverable prior to any design submission to Owner and/or FAA. Quality control reviews will be completed by qualified project managers, project engineers, and/or senior construction observers who are experienced in the relevant discipline and design elements under review. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

**4. PROJECT DELIVERABLES**

4.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- PDF Drainage Study Report describing the findings of the planning level analyses to the City of Denton and Denton Enterprise Airport (DTO)
  - One hard copy
- Other electronic files as requested.

**5. ADDITIONAL SERVICES**

5.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Deliverables beyond those listed herein.
- Engineering, architectural, or other professional services beyond those listed herein.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
- Construction Administration Services, On-Site Construction Observation, and/or Construction Materials Testing.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.



6. **SCHEDULE**

6.1. Garver shall begin work under this Agreement within ten (10) days of execution of this Agreement and shall complete the work in accordance with the schedule below:

Design Phase	Calendar Months
Drainage Study Report	4 Months from the receipt of Client furnished as-builts and/or FEMA Effective model, whichever is latest

**Exhibit B****Denton Enterprise Airport (DTO)  
DTO Drainage Study****DRAINAGE STUDY**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	AM-2
	\$316.00	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$100.00
	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>							
Administration and Internal Coordination	10		16		8		
Review meeting (virtual)			2		2		
<b>Subtotal - Project Management</b>	<b>10</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>
<b>2. Data Collection and Gathering</b>							
FEMA FIS data request					2		
DTO data request			2				
Online GIS data collection					2	2	
City of Denton data request			2				
<b>Subtotal - Data Collection and Gathering</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>2</b>	<b>0</b>
<b>3. Hydrologic Analyses</b>							
Pre-Development (Existing) Conditions							
Review/evaluate as-built data			2		2		
Lidar surface processing and preparation					1	2	
GIS base map preparation					2	2	
Delineate watershed and subbasin boundaries					2	4	
Develop land use and CN polygons					4	8	
Determine time of concentration/lag times					2	8	
Develop HEC-HMS model					2	8	
Execute and revise HEC-HMS model					2	4	
Extract model results and format data					1	2	
QA/QC and revisions			4		4	8	
Post-Development (Proposed) Conditions							
Develop land use and CN polygons					2	8	
Delineate watershed and subbasin boundaries					2	4	
Determine time of concentration/lag times					2	8	
Develop HEC-HMS model					2	8	
Execute and revise HEC-HMS model					2	4	
Extract model results and format data					1	2	
QA/QC and revisions			4		4	8	
<b>Subtotal - Hydrologic Analyses</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>37</b>	<b>88</b>	<b>0</b>
<b>4. Hydraulic Analyses</b>							
Dry Fork Hickory Creek HEC-RAS Model							
Develop base mapping					2	4	
Develop cross section geometry (15 sections)					8	24	
Develop roadway geometry (4 crossings)					2	4	
Develop pre-development flow data						2	
Execute and revise pre-development plan			4			12	
Develop post-development flow data						2	
Execute and revise post-development plan			2			8	
Hickory Creek HEC-RAS Model							
Develop base mapping					2	4	
Develop cross section geometry (8 sections)					4	16	
Develop roadway geometry (1 crossing)					1	2	
Develop pre-development flow data						2	



Execute and revise pre-development plan			4			8	
Develop post-development flow data						2	
Execute and revise post-development plan			2			4	
QA/QC and revisions			12		8	8	
Subtotal - Hydraulic Analyses	0	0	24	0	27	102	0
5. Stormwater Detention Analyses							
Estimate basin size					10	20	
Develop HEC-HMS model parameters			4		4	8	
Execute and revise HEC-HMS model parameters					2	4	
Extract model results and format data					2	4	
QA/QC and revisions			4				
Subtotal - Stormwater Detention Analyses	0	0	8	0	18	36	0
6. Drainage Report							
Prepare drainage report					12	16	
QA/QC and revisions			4		4	8	
Subtotal - Drainage Report	0	0	4	0	16	24	0

Hours	10	0	68	0	112	252	0
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SUBTOTAL - SALARIES:	\$69,112.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$210.00
Postage/Freight/Courier	\$108.00
FEMA FIS Data Request	\$400.00
Travel Costs	\$170.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$888.00
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SUBTOTAL:	\$70,000.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$70,000.00
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## Certificate Of Completion

Envelope Id: 41856D41-CA8E-4473-B2B2-8CD62C7CF97D

Subject: Please DocuSign: City Council Contract - 8209 Airport Engineering Services - Amendment 1

Source Envelope:

Document Pages: 10

Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

Envelope Originator:

Christina Dormady

901B Texas Street

Denton, TX 76209

christina.dormady@cityofdenton.com

IP Address: 198.49.140.10

## Record Tracking

Status: Original

1/17/2025 8:22:14 AM

Holder: Christina Dormady

christina.dormady@cityofdenton.com

Location: DocuSign

## Signer Events

Christina Dormady

christina.dormady@cityofdenton.com

Buyer

City of Denton

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

## Signature

**Completed**

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Lori Hewell

lori.hewell@cityofdenton.com

Purchasing Manager

City of Denton

Security Level: Email, Account Authentication  
(None)

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DS  
LH

Signature Adoption: Pre-selected Style

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Signed: 1/17/2025 8:40:31 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:**

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Signature Adoption: Pre-selected Style

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Viewed: 1/17/2025 4:05:26 PM

Signed: 1/17/2025 4:06:13 PM

Mitchell McAnally

MRMcAnally@GarverUSA.com

Vice President

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 1/17/2025 4:22:53 PM

ID: f3cdee80-17ea-4b6f-8156-0f5648d970b0

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Mitchell McAnally  
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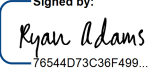
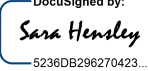
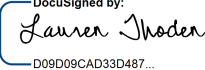
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Viewed: 1/17/2025 4:22:53 PM

Signed: 1/20/2025 9:36:12 AM

Signer Events	Signature	Timestamp
<p>Ryan Adams Ryan.adams@cityofdenton.com Director of Airport Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 1/20/2025 11:16:16 AM ID: c4881605-e132-4632-b387-abcfaa27b9f0</p>	<p>Signed by:  76544D73C36F499...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 104.28.50.134 Signed using mobile</p>	<p>Sent: 1/20/2025 9:36:15 AM Viewed: 1/20/2025 11:16:16 AM Signed: 1/20/2025 11:17:04 AM</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><b>Completed</b></p> <p>Using IP Address: 198.49.140.10</p>	<p>Sent: 1/20/2025 11:17:07 AM Viewed: 2/19/2025 8:38:46 AM Signed: 2/19/2025 8:39:02 AM</p>
<p>Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>DocuSigned by:  5236DB296270423...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 107.77.197.70 Signed using mobile</p>	<p>Sent: 2/19/2025 8:39:04 AM Viewed: 2/19/2025 8:39:39 AM Signed: 2/19/2025 8:39:46 AM</p>
<p>Lauren Thoden lauren.thoden@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>DocuSigned by:  D09D09CAD33D487...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 2/19/2025 8:39:49 AM Viewed: 2/19/2025 8:42:15 AM Signed: 2/19/2025 8:43:48 AM</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>	<p><b>COPIED</b></p>	<p>Sent: 1/17/2025 8:29:54 AM</p>

Carbon Copy Events	Status	Timestamp
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	COPIED	Sent: 1/20/2025 11:17:06 AM Viewed: 1/21/2025 12:39:01 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 2/19/2025 8:43:50 AM
Chase Patterson chase.patterson@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/26/2024 9:22:49 AM ID: 3efe3689-4ec1-434f-9513-baabcef8f516	COPIED	Sent: 2/19/2025 8:43:51 AM Viewed: 2/19/2025 9:00:40 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/17/2025 8:29:02 AM
Certified Delivered	Security Checked	2/19/2025 8:42:15 AM
Signing Complete	Security Checked	2/19/2025 8:43:48 AM
Completed	Security Checked	2/19/2025 8:43:51 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

**How to contact City of Denton:**

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

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

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

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [melissa.kraft@cityofdenton.com](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..

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

**To request paper copies from City of Denton**

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

**To withdraw your consent with City of Denton**

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

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

**Required hardware and software**

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

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

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

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

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

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