

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PELOTON LAND SOLUTIONS, INC., FOR THE DESIGN OF THE MCKINNEY SIDEWALKS PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7599-016 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO PELOTON LAND SOLUTIONS, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$602,786.25).

WHEREAS, on May 18, 2021, the City Council approved a pre-qualified professional engineering list (Ordinance 21-894); and

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Peloton Land Solutions, Inc., for the design of the McKinney Sidewalks Project for the Capital Projects Department, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

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

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

PASSED AND APPROVED this the _____ day of _____, 2024.


GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

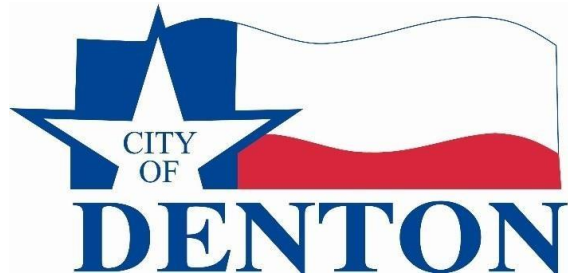
BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____



Digitally signed by Marcella Lunn
DN: dc=com, dc=cityofdenton,
dc=codad, ou=Department Users
and Groups, ou=General
Government, ou=Legal,
cn=Marcella Lunn,
email=Marcella.Lunn@cityofdent
on.com
Date: 2024.04.08 17:32:43 -05'00'



DocuSign City Council Transmittal Coversheet

PSA	7599-016
File Name	Mckinney Sidewalks
Purchasing Contact	Christina Dormady
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Peloton Land Solutions, Inc., a Westwood Company, with its corporate office at 2805 North Dallas Parkway, Suite 150, Plano, Texas 75093 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: **7599-016 McKinney Sidewalks** (the "PROJECT").

SECTION 1 **Scope of Services**

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

SECTION 2 **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$602,786.25 in the manner and in accordance with the fee schedule as set forth in Exhibit C. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Exhibit A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Exhibit E.

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 Exhibit E 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 Exhibit A.
- (2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

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

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

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

- (1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Exhibit C.
- (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 two (2) 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 two (2) 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 \$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 \$1,000,000 combined single limit. 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 limit 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 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 otherwise acceptable to CITY, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.
- g. Any deductible or self insured retention in excess of \$25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.
- j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.
- k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.
- l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.
- m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Exhibit E to this AGREEMENT.

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice. No person shall,

on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

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

SECTION 5 **Obligations of the City**

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's

services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

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

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

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

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk and without liability or legal exposure to ENGINEER. 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, pandemic, epidemic, 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 THIRD PARTY LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

L. Prohibition on Contracts with Companies Boycotting Israel

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

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

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas

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

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

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

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

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

Q. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance

of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 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. Certificate of Interested Parties Electronic Filing

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

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

The contractor shall:

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

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

S. Agreement Documents

This AGREEMENT, including its Exhibits 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 Exhibits and schedules are hereby made a part of this AGREEMENT:

- Exhibit A - Scope of Services
- Exhibit B – Compensation and Method of Payment
- Exhibit C –Hourly Rate Schedule
- Exhibit D – Insurance
- Exhibit E - Project Schedule
- Exhibit F1- Geotechnical Engineering Scope of Services
- Exhibit F2- Subsurface Utility Engineering Scope of Services
- Exhibit F3- Right-of-Way Acquisition Scope of Services

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

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

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

BY:
CITY OF DENTON, TEXAS

Sara Hensley, City Manager

BY:
ENGINEER

Peloton Land Solutions, Inc., a Westwood Company

DocuSigned by:
Brian O'Neil Senior Director, Public Infrast
71B79A887B4059
Authorized Agent, Title

Full Name: Brian O'Neil

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER
2024 - 1123225

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

DocuSigned by:

Travis Crain, PMP

Signature

Director of Capital Projects

Title

Capital Projects

Department

Date Signed: 4/4/2024

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:

BY: *Marcella Lunn*

4B070831B4AA438...

Exhibit A



February 5, 2024
Project No.: 0051722.00

Mr. Dustin Draper
Program Manager
CITY OF DENTON
601 East Hickory Street
Denton, Texas 76205

Re: Professional Civil Engineering, Land Surveying & Landscape Architecture Services
McKinney Street Trail
Denton, Denton County, Texas

Dear Mr. Draper:

Westwood Professional Services, Inc. d/b/a Peloton Land Solutions, a Westwood Company ("Westwood") is pleased to submit this proposal to provide professional civil engineering, land surveying and landscape architecture services relating to the referenced project. It is our understanding the project is for the design of 6,500 lf (1.23 mi) of trail along McKinney Street consisting of a pedestrian bridge and illumination improvements.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- General Conditions of Agreement;
- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment;
- Exhibit C – Hourly Rate Schedule;
- Exhibit D – Insurance;
- Exhibit E – Project Schedule
- Exhibit F1 - Geotechnical Engineering Scope of Services;
- Exhibit F2 - Subsurface Utility Engineering Scope of Services; and
- Exhibit F3 - Right-of-Way Acquisition Scope of Services

Westwood is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian Haynes".

Brian Haynes, P.E., CFM
Program Manager

EXHIBIT A to Agreement between the City of Denton, Texas ("Client") and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company ("Westwood") for Consulting Services

EXHIBIT 'A' – SCOPE OF SERVICES

McKinney Street Trail
(From Audra Lane to Loop 288)

PROJECT DESCRIPTION:

The project consists of construction of 6,500 LF (1.23 mi) of trail along the south side of McKinney Street between Audra Lane and Loop 288. Project will include paving, grading, pedestrian bridge, illumination, and storm sewer improvements.

BASIC SERVICES:

- A. Project Management and Coordination
Project Management and Coordination scope of work is defined below. Fee assumes project management will be performed per the Engineering Services timeline in the Project Schedule (Exhibit E).
1. Manage the Team:
 - Lead, manage and direct design team activities.
 - Ensure quality control is practiced in performance of the work.
 - Communicate internally among team members.
 - Allocate team resources.
 2. Communications and Reporting:
 - Attend a pre-design project kickoff meeting with Client staff to confirm and clarify scope, understand Client objectives, and ensure economical and functional designs that meet Client requirements.
 - Conduct review meetings with the Client at the end of each design phase.
 - Prepare and submit monthly invoices in the format acceptable to the Client.
 - Prepare and submit monthly progress reports.
 - Prepare and submit baseline Project Schedule initially and Project Schedule updates.
 - Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
 - With respect to coordination with permitting authorities, Westwood shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Westwood shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.
 3. Constructability Review:
 - Prior to the 60 percent review meeting with the Client, Westwood shall schedule and attend a project site visit with the Client Project Manager to

EXHIBIT A to Agreement between the City of Denton, Texas ("Client") and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company ("Westwood") for Consulting Services

walk the project. Westwood shall summarize the Client's comments from the field visit and submit this information to the Client in writing.

4. Franchise Utility Coordination:

- Westwood will consult with the Client, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project.
- Westwood will provide plans to and coordinate with utility owner related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.
- It is assumed that franchise utility company will prepare any utility relocation plans.

5. Prepare Right-of-Entry Letters:

- Westwood will prepare and deliver up to 22 Right-Of-Entry letters to facilitate project logistics and notify stakeholders of the project. In addition, letters can be used to determine stakeholder contact information for future coordination. Westwood will prepare a matrix of response and send information to city upon receipt.

B. Conceptual Design (30% Submittal)

The Conceptual Design shall be submitted to Client per the approved Project Schedule (Exhibit E). The purpose of the conceptual design is for Westwood to:

- Study the project.
- Identify and develop alternatives.
- Present (through the defined deliverables) these alternatives to the Client.
- Recommend the alternatives that successfully address the design problem.
- Obtain the Client's endorsement of the selected concept.

Westwood will develop the conceptual design of the infrastructure as follows.

1. Data Collection:

- Westwood will prepare base map of existing conditions to be used for design. Base map will include data collected from survey, boundary, and SUE investigations.
- Westwood will study McKinney Street corridor future street expansion, from 2-lane to 4-lane divided. The horizontal layout of the future 4-lane divided road will be shown in the sidewalk plans to minimize future conflicts with the roadway improvements.
- In addition to data obtained from the Client, Westwood will research proposed improvements in conjunction with any other planned future improvements known by the Client that may influence the project.
- Westwood will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, Client Master Plans, and property ownership as available from the Tax Assessor's office.

EXHIBIT A to Agreement between the City of Denton, Texas ("Client") and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company ("Westwood") for Consulting Services

- The data collection efforts will also include conducting special coordination meetings with affected property owners and businesses as necessary to develop the design.
2. The Conceptual Design Package shall include the following:
- Schematic Design Exhibits showcasing a plan view of the proposed improvements. Alternative design concepts (if any are determined) will be analyzed, considered for strengths and weaknesses of each, and presented to the client.
 - Preliminary drainage study and analysis of existing storm systems and ditches to verify if sidewalk will require adjustments or additions to existing drainage infrastructure. In addition, Westwood will perform hydrology and hydraulic analysis of Pecan Creek Tributary to determine size of pedestrian bridge.
 - Proposed phasing of any construction that is included in this project documented in both the project schedule and narrative form.
 - Documentation of key design decisions.
 - Conceptual opinion of probable construction cost.

C. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
- Cover Sheet
 - General Notes
 - Quantity Sheet
 - Project Layout & Control Sheet
 - Sidewalk plan and profile Sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Drainage & Ditch plan and profile sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Erosion Control Plans
 - Bridge Crossing Hydraulic Sheet
 - Tree Protection and Mitigation Plans
 - Illumination Plans
 - Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by Client's project manager.

2. Assemble Client's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
3. Prepare one (1) estimate of construction quantities and develop the preliminary opinion of probable construction costs.
4. Submit a PDF of preliminary 60% plans, preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the Client for review. One (1) set of half size (11"x17") plans will be submitted with the 60% plan submittal, if requested.

EXHIBIT A to Agreement between the City of Denton, Texas ("Client") and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company ("Westwood") for Consulting Services

D. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the Client.
2. Submit a PDF of 90% plans, 90% construction contract documents and 90% opinion of probable construction costs for Client review. One (1) set of half size (11"x17") plans will be submitted with the 90% plan submittal, if requested.
3. Incorporate final Client review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including Client standard specifications, special technical specifications and special conditions (if any).
5. Estimate of final construction quantities and final opinions of construction cost.
6. Submit (1) sealed (100%) PDF set of final plans and construction documents.

E. Bid Phase Services

Westwood will support the bid phase of the project as follows.

1. Bid Advertisement:
 - Westwood shall prepare and submit to Client a draft Bid Advertisement for publishing by the Client.
2. Bid Document Distribution:
 - Westwood shall sell construction plans and contract bid documents. Westwood shall also maintain a plan holders list of documents sold.
3. Bidder Assistance:
 - Westwood will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests, and the response thereto. Westwood will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
 - Attend the prebid conference in support of the Client.
 - Attend the bid opening in support of the Client.
4. Bid Analysis and Recommendation of Award:
 - Westwood will tabulate and review all bids received for the construction project, assist the Client in evaluating bids, and recommend award of the contract.
 - Westwood will assist the Client in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
 - Westwood shall make a recommendation of award to the Client.

EXHIBIT A to Agreement between the City of Denton, Texas ("Client") and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company ("Westwood") for Consulting Services

5. Conformed Construction Documents:
 - Upon award of a contract by the Client, Westwood shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

F. Construction Administration

1. Preconstruction Conference:
 - Westwood shall attend the preconstruction conference meeting.
2. Site Visits:
 - Westwood shall visit the project site at appropriate intervals as construction proceeds to observe and report on progress. It is estimated that one (1) visit per month will be made by Westwood.
3. Shop Drawing and Lab Report Review:
 - Westwood shall review shop and erection drawings submitted by the contractor for compliance with design concepts. Westwood shall review laboratory, shop, and mill test reports on materials and equipment.
4. Instructions to Contractor:
 - Westwood shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the Client.
5. Contractor's Payment Estimates:
 - Westwood shall review monthly and final estimates for payments to contractors. The payment estimates shall include appropriate certifications.
6. Final Inspection:
 - Westwood shall attend final inspection of the Project with representatives of the Client and the construction contractor.
7. Record Drawings:
 - Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the Client on a CD-ROM disk or flash drive containing scanned 22"x34" black and white PDF images.
8. Timeline:
 - Refer to Exhibit 'D' for project schedule. The project schedule estimates a construction duration of 12 months.
 - This task will be performed on an hourly basis since some scope of work items are undefined.
 - Additional fee could be required if construction duration or other factors exceed estimated hourly fee for construction administration. Westwood will contact client if addition fee is required.
9. Monthly Meetings:

EXHIBIT A to Agreement between the City of Denton, Texas ("Client") and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company ("Westwood") for Consulting Services

- Westwood assumed monthly construction conference calls.

G. Field Survey

1. Establish Survey Control:

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from Client monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop:

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way:

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be profiled and cross-sectioned to a point at least 50' beyond the roadway being replaced.

4. Existing Drainage Channels and Drainage Area Verification:

Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be noted. Additional surveying may be necessary to verify the limits of drainage areas.

5. Existing Underground and/or Overhead Utilities:

Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or

EXHIBIT A to Agreement between the City of Denton, Texas ("Client") and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company ("Westwood") for Consulting Services

from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way:

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

7. Existing Storm Sewers and Culverts:

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available topographic mapping.

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

SPECIAL SERVICES:

H. Right-of-Way & Easement Documents:

1. Westwood shall prepare the right-of-way and easement exhibits necessary for the selected alternative.

I. Geotechnical Engineering

1. Westwood intends to use Geotex Engineering as a sub-consultant to perform geotechnical investigation and report. See attached proposal (Exhibit F1) dated January 9, 2024, for detailed scope of work.

J. Subsurface Utility Engineering

1. Westwood intends to use Yellow Rose Mapping as a sub-consultant to perform SUE Investigation. See attached proposal (Exhibit F2) dated January 5, 2024, for detailed scope of work. The S.U.E. will be performed to ASCE standard guidelines (ASCE 38-02). The deliverables for this project will be electronic files only in AutoCAD format. All Right-of-Entry Coordination is to be provided by Client. Non-Routing Traffic Control Measures are not included in the scope of services. As described in the publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

EXHIBIT A to Agreement between
the City of Denton, Texas ("Client")
and Westwood Professional Services,
Inc. d/b/a Peloton Land Solutions a
Westwood Company ("Westwood") for
Consulting Services

- Quality Level D (QL"D") – Information derived from existing utility records.
- Quality Level C (QL"C") – QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") – Three dimensional (x, y, z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

K. Hydraulics & Hydrology

1. Westwood will develop hydrologic and hydraulic models for the unnamed tributary to Pecan Creek. These models will be used to develop the hydraulic design for a pedestrian bridge crossing of the stream. The bridge is anticipated to be a prefabricated truss style or arch span structure. The analysis will be summarized with a technical memo, and pertinent H&H information will be shown on the construction plans. This portion of the tributary is not located in a FEMA floodplain, so floodplain permitting and FEMA submittals (CLOMR, LOMR, etc.) are excluded from this scope, but can be provided as an additional service upon request.

L. Structural Design – Pedestrian Bridge Abutment

1. Westwood will prepare plans and supporting calculations for the abutments on the proposed pedestrian bridge. The plans will include necessary foundation details and plan sheets as determined by the supporting calculations and geotechnical recommendations. The supporting calculations will include design of the abutment for imposed force effects provided by the bridge designer and calculations to determine key substructure elevations. The abutment design will comply with all relevant sections of the latest edition of the State's LRFD Bridge Design Manual, Bridge Detailing Guide, AASHTO LRFD Bridge Design Specifications, and AASHTO LRFD Bridge Design Specifications for the Design of Pedestrian Bridges. Westwood will attend meetings to coordinate with the Owner and other team members during the design and construction phases. Plans and specifications will be submitted as outlined for Owner and/or governmental review.

Included in this item:

- Up to four (4) team coordination meetings with City during the design and construction phases of the project
- Plan and Detail sheets necessary to show foundation design and supporting calculations
- Review submittals and RFI's related to pedestrian bridge
- Wingwalls and/or Sidewall design as required by grading
- Coordination with trail designer for begin and end location of bridge

Not Included in this item:

EXHIBIT A to Agreement between the City of Denton, Texas ("Client") and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company ("Westwood") for Consulting Services

- Pedestrian Bridge Truss and Deck Structural Design

M. Illumination Design

Westwood will provide engineering design services for approximately 1.25 miles of pedestrian trail and roadway illumination along E. McKinney Street (between Audra Lane and Loop 288) in accordance with requirements of the Approving Agency and NEC standards.

Included in this item:

- Site visit to the site to document any existing equipment and locate possible power service locations.
- Coordination with local electric service provider to obtain transformer location for proposed lighting system and any clearance requirements for any transmission lines along the trail/walkway, as needed.
- Coordination with City of Denton Lighting to verify spacing requirements and pole standards for project.
- A standard City of Denton illumination foundation design will be used. Custom foundation designs and verifying foundation works with Geotech reports will be additional services.
- Check the National Electrical Code max allowable Voltage Drop requirements (<3% drop) from the electric pedestal service (breaker) to the branch circuit are met for the designed pedestrian trail lighting circuit.
- As needed, develop a set of pedestrian trail and future roadway illumination construction plans for the subject trail/walkway. The plan set may include:
 - The type, location, and quantity summary of the illumination poles and heads, conduit, ground boxes, power sources with distribution to luminaires, conduit and cable chart, pole summary chart, and all other items required for the complete construction of the luminaires.
 - Trail and roadway photometric plans sheets showing the results of the photometric analysis.
 - City of Denton standard detail sheets
 - Bid documents (provided upon request for additional fee)

Assumptions:

- A standard illumination foundation design will be used. Custom foundation designs will be additional fees.
- Pedestrian trail lighting design limits are along one side of McKinney Street (between S. Woodrow Lane and Loop 288).

Not Included in this Item:

- Parking Lot Lighting Design
- Site Lighting Design
- Traffic Signal Design
- Traffic Signal Warrants
- Traffic Impact Analyses
- Any electrical design unrelated to pedestrian trail lighting
- Custom Light Pole Foundation Design

EXHIBIT A to Agreement between the City of Denton, Texas ("Client") and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company ("Westwood") for Consulting Services

N. Environmental Sensitive Area Assessment

1. Remote Sensing and Data Review - Westwood will use available digital data (i.e., City of Denton GIS, aerial photography, USGS topographic maps, NWI maps, soils maps, FEMA maps, etc.) to determine the existing areas encumbered by environmentally sensitive areas. The information gathered during the desktop review will be incorporated into a GIS-based map showing the environmentally sensitive areas based on the remote sensing conducted during the desktop review. This map will be provided to the Client in either GIS or CAD format for use in their planning efforts.
2. Site Visit - Westwood will conduct a site visit to document observed plant and animal species and map vegetation/habitat types on the subject property. Other interesting ecological features such as unusual vegetation specimens (e.g., large trees, large rocks), wildlife trails, concentrations of non-native vegetation, etc., will be documented by Westwood in the field and recorded via GPS and photographs. This information will be provided to the Client in either GIS or CAD format for use in their planning efforts.
3. Environmentally Sensitive Areas Assessment Report - Information collected from the remote sensing and site visit task will be compiled into an environmentally sensitive areas assessment report. The report will include a written narrative for the project, a description of the environmentally sensitive areas, and an assessment of the environmentally sensitive areas (i.e., determination of areas that do not meet the criteria of an environmentally sensitive area).

O. Right-of-Way and Easement Acquisition Services

1. Westwood intends to use Specialty Land Services LLC as a subconsultant to perform acquisition services. See attached proposal (Exhibit F3) dated January 10, 2024, for detailed scope of work.

P. Texas Accessibility Standards (TAS)

1. Through a qualified Registered Accessibility Specialist (RAS) subcontractor, ENGINEER shall perform the following Texas Accessibility Standards (TAS) review and inspection:
 - Perform a review of construction plans to make sure they are in conformance with the latest Texas Accessibility Standards (TAS).
 - Perform a post-construction inspection of the project to make sure the constructed improvements conform to the Texas Accessibility Standards (TAS).

EXHIBIT A to Agreement between
the City of Denton, Texas ("Client")
and Westwood Professional Services,
Inc. d/b/a Peloton Land Solutions a
Westwood Company ("Westwood") for
Consulting Services

Services not included in this contract:

- Utility Improvements (Water & Sanitary Sewer)
- Construction inspection services
- As-built surveys of constructed improvements
- Public hearings or City Council/Commission meetings
- Utility coordination meeting(s) to start relocation process with affected franchise utilities
- Reset property corner monumentation disturbed or removed during or after construction
- Required application and permitting fees (LOMR) or special insurance premiums are not included
- Phase II Environmental Site Assessments
- Floodplain permitting
- Preliminary and final platting
- Zoning change assistance
- Traffic and parking studies
- Retaining wall structural design over 3 feet in height or surcharged
- Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage
- Detailed layout of walks and hardscape areas, including scoring patterns
- Design of any underfloor drainage systems or grading
- Design of french drain systems around the building perimeters
- Landscape Plan and Irrigation Plan
- Signage Plan
- Off-site roadway, drainage, and utility extensions/improvements
- LEED pursuit
- Construction staking
- As-built surveys of constructed improvements

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the City of Denton, Texas ("Client") and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company ("Westwood") for Consulting Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

McKinney Street Trail
(From Audra Lane to Loop 288)

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, Westwood shall be compensated per the fee schedule below. The fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A. Project Management & Coordination	\$41,470.00
B. Conceptual Design (30% Submittal)	\$38,240.00
C. Preliminary Design (60% Submittal)	\$74,240.00
D. Final Design (90% & 100% Submittals)	\$56,520.00
E. Bid Phase Services	\$11,100.00
F. Construction Administration (Hourly)	\$30,590.00
G. Field Survey	<u>\$40,680.00</u>

TOTAL BASIC SERVICES	\$292,840.00
----------------------	--------------

Special Services

H. Right-of-Way & Easement Documents (Not to Exceed) (Up to 12 @ \$2,500.00 each)	\$30,000.00
I. Geotechnical Engineering	\$8,912.50
J. Subsurface Utility Engineering	\$63,365.00
K. Hydraulics & Hydrology	\$13,660.00
L. Structural Design	\$20,920.00
M. Illumination Design	\$60,170.00
N. Environmental Sensitive Area Assessment	\$5,860.00
O. Right-of-Way Acquisition Services (Not to Exceed)	\$101,848.75
P. Texas Accessibility Standards (TAS)	<u>\$5,210.00</u>

TOTAL SPECTIAL SERVICES	\$309,946.25
-------------------------	--------------

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus fifteen percent (15%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.15 times Westwood's cost.

END OF EXHIBIT 'B'

EXHIBIT C to Agreement between
the City of Denton Texas ("Client") and
Westwood Professional Services, Inc.,
("Westwood") for Consulting Services

EXHIBIT C
FEE SCHEDULE FOR PUBLIC INFRASTRUCTURE SERVICES
2024 – South

The following is the fee schedule for all work performed under an hourly agreement.

Classification	Hourly Rate
Survey Tech I – Survey Tech VI.....	\$125.00 – \$205.00
Survey Field I – Survey Field VII.....	\$70.00 – \$160.00
Graduate Surveyor I – Graduate Surveyor III.....	\$145.00 – \$175.00
Surveyor I – Surveyor VI.....	\$190.00 – \$265.00
Remote Sensing Field Tech I – Remote Sensing Field Tech VIII.....	\$105.00 – \$185.00
Remote Sensing Field Manager.....	\$200.00
Remote Sensing Tech I – Remote Sensing Tech V.....	\$130.00 – \$185.00
Remote Sensing Manager.....	\$215.00
Engineering Technician I – Engineering Tech VII.....	\$125.00 – \$200.00
Graduate Engineer I – Graduate Engineer IV.....	\$145.00 – \$185.00
Engineer I – Engineer VII.....	\$190.00 – \$270.00
Dust Monitor.....	\$75.00
Construction Observer I – Construction Observer V.....	\$115.00 – \$175.00
Environmental Scientist I – Environmental Scientist VIII.....	\$120.00 – \$240.00
Environmental Field I – Environmental Field III.....	\$80.00 – \$115.00
GIS I – GIS VIII.....	\$100.00 – \$205.00
Graduate Landscape Architect I – Graduate Landscape Architect III.....	\$120.00 – \$150.00
Landscape Architect I – Landscape Architect VI.....	\$155.00 – \$240.00
Project Processor I – Project Processor II.....	\$85.00 – \$95.00
Project Coordinator I – Project Coordinator II.....	\$130.00 – \$140.00
Senior Project Coordinator I – Senior Project Coordinator II.....	\$155.00 – \$175.00
Admin I – Admin V.....	\$85.00 – \$135.00
Intern I – Intern III.....	\$75.00 – \$105.00
Assistant Project Manager I – Assistant Project Manager III.....	\$180.00 – \$205.00
Project Manager I – Project Manager VII.....	\$195.00 – \$290.00
Expert Witness – Court Appearance/Deposition.....	2 x rate
Westwood Current™ (Geospatial Project Management Tool) Setup and Licensing.....	\$600.00+
Specialized Geospatial Equipment – Per Day Use.....	\$200.00 – \$3,000.00

Charges for Other Direct Costs, Outside Services, and facilities furnished by Westwood are computed on the basis of actual cost plus 15 percent.

END OF EXHIBIT 'C'

EXHIBIT D – INSURANCE

- A. Insurance. Westwood shall, during the life of this Agreement, maintain the following insurances:
1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
 2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
 3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
 4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT 'D'

EXHIBIT 'E' MCKINNEY STREET TRAIL CITY OF DENTON

ID	Task Name	Duration	Start	Finish	2025												2026											
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1	McKinney Street Trail	250 days	Mon 4/1/24	Fri 3/14/25																								
2	Engineering Design	250 days	Mon 4/1/24	Fri 3/14/25																								
3	Notice to Proceed	0 days	Mon 4/1/24	Mon 4/1/24																								
4	Data Collection	40 days	Mon 4/1/24	Fri 5/24/24																								
5	Survey/Boundary Collection	40 days	Mon 4/1/24	Fri 5/24/24																								
6	SUE	40 days	Mon 4/1/24	Fri 5/24/24																								
7	Conceptual Design Phase 30%	70 days	Mon 5/27/24	Fri 8/30/24																								
8	30% Schematic Development	30 days	Mon 5/27/24	Fri 7/5/24																								
9	30% Design QAQC	10 days	Mon 7/8/24	Fri 7/19/24																								
10	30% Design Submittal	0 days	Fri 7/19/24	Fri 7/19/24																								
11	City Review	20 days	Mon 7/22/24	Fri 8/16/24																								
12	Address 30% Review Comments	10 days	Mon 8/19/24	Fri 8/30/24																								
13	Preliminary Design Plans 60%	80 days	Mon 9/2/24	Fri 12/20/24																								
14	60% Plan Development	45 days	Mon 9/2/24	Fri 11/1/24																								
15	60% Plans QAQC	15 days	Mon 11/4/24	Fri 11/22/24																								
16	60% Plans Submittal	0 days	Fri 11/22/24	Fri 11/22/24																								
17	City Review	20 days	Mon 11/25/24	Fri 12/20/24																								
18	Plan Set 90%	40 days	Mon 12/23/24	Fri 2/14/25																								
19	90% Plan Development	10 days	Mon 12/23/24	Fri 1/3/25																								
20	90% Plans QAQC	10 days	Mon 1/6/25	Fri 1/17/25																								



EXHIBIT 'F1'

DBE | HUB | SBE | WBE | WOSB

January 9, 2024
Proposal No.: GP24-2002

Westwood Professional Services
Attn: Paul Hodges, P.E.
11000 Frisco Street, Suite 400
Frisco, Texas 75033
Phone: 972-358-7526
Email: paul.hodges@pelotonland.com

**Subject: Proposed Geotechnical Investigation
McKinney Street Pedestrian Bridge
Denton, Texas**

Mr. Hodges:

We are pleased to submit this proposal for subsurface exploration and geotechnical engineering services for the referenced project. The proposed bridge is located along southside of East McKinney Street, approximately 900 feet east of its intersection with North Woodrow Lane in Denton, Texas.

PROJECT DESCRIPTION

We understand that this project consists of the design and construction of a pedestrian bridge.

SCOPE OF SERVICES

The objective of this geotechnical investigation will be to obtain subsurface data and to develop foundation and earthwork recommendations. All services provided will be performed in accordance with and limited to those generally accepted engineering standards prevailing at the time and in the area that the work is performed.

Field Services

As requested, a total of two (2) borings will be drilled within the footprint of the proposed bridge abutments to depths of 40 feet, or 15 feet into competent bedrock, whichever occurs first.

The borings will be drilled and sampled using a truck-mounted drilling rig. Conventional tube or split-barrel (standard penetration test) samples will be collected as appropriate for the soils encountered. Bedrock strata will be tested in-place using the Texas Cone Penetration Test. The recovered subsurface samples will be preserved and labeled as to the appropriate boring number and depth in the field. These materials will later be described in further detail in the laboratory by a staff geologist or engineer. Groundwater, if observed, will be recorded during and at the completion of drilling. After completion of the observations, the borings will be backfilled in with on-site cuttings to near surface grade. Backfilled borings should be expected to settle over time and should be monitored; Geotex will not be responsible for any additional future backfilling required, nor damage or injury that may result from settlement of the boreholes after the initial backfill process.

Laboratory Services

Selected laboratory testing of the recovered samples will be performed to evaluate soil index, volume change, and strength properties of the subsurface materials, and to provide data for analysis. These tests may include but may not be limited to the following:

- Moisture content
- Atterberg limits
- Hydrometer with Distribution Curve
- Unconfined Compressive strength (soil & bedrock)
- Overburden swell tests (if cohesive soils are encountered)

Geotex Engineering will retain recovered samples for 30 days after submission of the geotechnical report unless other arrangements are made by the client.

Engineering Analysis and Report

Data obtained from the field investigation, laboratory tests, and past experience will be used in the engineering analysis and development of recommendations. Information to be provided is as follows:

- A plan sheet indicating the approximate location of each boring.
- A log of each boring with the boring number, depth of each stratum, material description, soil classification with laboratory test results, and groundwater information.
- A discussion of subsurface soil and groundwater conditions.
- A brief discussion of the site geology.
- Estimates of soil movement related to settlement and expansive soils (if present).
- Outline of the engineering properties of the natural soils present, and any existing fill, if encountered
- Recommendations for foundation type, depth and allowable loading, uplift considerations, and Seismic Site Class (2018 IBC).
- Earthwork recommendations, including material type(s), compaction, and backfill requirements.
- Electronic copy of the report.

CONDITIONS

We respectfully request that the Owner provide the following:

- Landowner permission, right(s) of entry, permits, easements or other access authorization required to perform our proposed services.
- The client must also provide access to each boring location for the drill rig and crew prior to drilling operations. **Collateral damage to landscaping and/or flatwork may occur in the event of limited access; Geotex will not be responsible for any damage to these items or responsible for any repair. If the above conditions are not met and the project site is not accessible to the drilling rig at time of initial mobilization, standby and travel time (portal to portal) will be billed at the rate of \$250/hour for additional mobilizations.**

- Geotex will contact DigTess/Texas One Call for general subsurface utility clearing within the easements. Locating and marking any private non-franchise subsurface utilities or other structures or items which might be damaged during the field exploration program is not part of this scope. The client must provide these services before drilling can proceed; however, these services can be provided by third-party vendor to Geotex for an additional fee. **Geotex will not be responsible for damage to utilities that are not clearly marked.**

SCHEDULE

Our current drilling backlog should allow us to commence drilling operations, weather permitting, within about 2 to 3 weeks of receipt of a signed agreement or official notice-to-proceed. The final report will be provided about 2 weeks after completion of drilling.

We appreciate the opportunity to provide you with our services. If you have any questions or wish to discuss any aspect of the project, please call us. Following your authorization, we are ready to begin work and look forward to a successful project.

Sincerely,

Geotex Engineering, LLC



Ibrahim A. Baayeh, P.E.

Director of Geotechnical Engineering



January 16, 2024

Subsurface Utility Engineering

Client: Westwood
Paul Hodges, PE

Project: McKinney Street Sidewalk, Denton (South EOP to South ROW)

Dear Mr. Hodges:

Yellow Rose Mapping LLC (YR) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) required for the above referenced project. This proposal is based on information contained in your email dated January 4, 2023.

Introduction

YR will perform the SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL”D”) – Information derived from existing utility records;
- Quality Level C (QL”C”) - QL”D” information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL”B”) – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “**designating**” this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL”A”) – Three dimensional (x,y,z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as “**locating**”, this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

It is the responsibility of the SUE provider to perform due-diligence with regard to records research (QL “D”) and acquisition of available utility records. The due-diligence provided for this project will consist of visually inspecting the work area for evidence of utilities and reviewing the available utility record information. Utilities that are not identified through these efforts will be here forth referred to as “unknown” utilities. YR personnel will scan the defined work area using electronic prospecting equipment to search for “unknown” utilities. However, YR is not responsible for designating and locating these “unknown” utilities.

Mr. Hodges
McKinney Street Sidewalk, Denton (South EOP to South ROW)
January 16, 2023
Page 2 of 3

Scope of Work

Based on information provided by Westwood, YR has developed a preliminary scope for the SUE work required for this project. The scope of work may be modified, with Westwood's concurrence, during the performance of the SUE fieldwork if warranted by actual field findings.

The scope of this proposal includes Quality Level (QL) "A" and "B" SUE. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water and sanitary sewer. Designating will be performed within the red limits shown in the attached "Exhibit A", from the southern edge off pavement to the southern ROW.

As requested, twelve (12) QL "A" test holes will be included in the budget. Test hole locations will be determined by Westwood and YR once the QL "B" SUE deliverable has been reviewed. YR has assumed that all designating marks and test holes will be surveyed *by Westwood*.

Any necessary Right-of-Entry (ROE) permits will be provided by Westwood prior to the start of YR field work.

YR Procedures

QL "C" and "D" SUE – Records Research and Surface Feature Survey

It is the responsibility of the SUE provider to perform due-diligence with regard to records research and the acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.

QL "B" SUE – Designating

YR will utilize a suite of geophysical equipment that includes magnetic and electromagnetic induction to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission, which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing. QL "B" SUE is inclusive of QL "C/D" SUE.

QL "A" SUE – Locating

YR will utilize non-destructive vacuum excavation equipment to excavate test holes at the requested locations. To layout the test holes, YR will follow the QL "B" – Designating procedures described above. Once each utility is located, YR will record the size, type, material, and depth to top of pipe. Test holes will be uniquely marked. Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. If necessary, YR can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface. YR assumes that flowable fill will not be required when backfilling test holes and that full-section

Mr. Hodges
McKinney Street Sidewalk, Denton (South EOP to South ROW)
January 16, 2023
Page 3 of 3

pavement repair (including sidewalks) will not be required to restore the original pavement surface. YR has assumed that all test holes will be in areas that are accessible to truck-mounted equipment, and that routine traffic control (cones and free standing signage, etc.) will be required during the performance of the QL "A" SUE work.

Deliverables

YR will provide the following as a final deliverable to the Client:

- A utility file, in AutoCAD format, depicting the type and horizontal location of the designated utilities. The size of each utility will be presented in the utility file if this information is indicated on available record drawings. Westwood will provide YR with base map/topographic files for use in preparing the utility file.
- A summary sheet of all test hole coordinate data and depth information.

Schedule

Field work can commence within approximately 2 weeks after receipt of a signed agreement and Notice-To-Proceed (NTP). YR estimates that the field work, survey, and deliverable preparation can be completed in approximately 7 weeks.

We look forward to working with you on this project. If you have any questions or require additional information, please contact me at (214)-493-8531.

Respectfully,

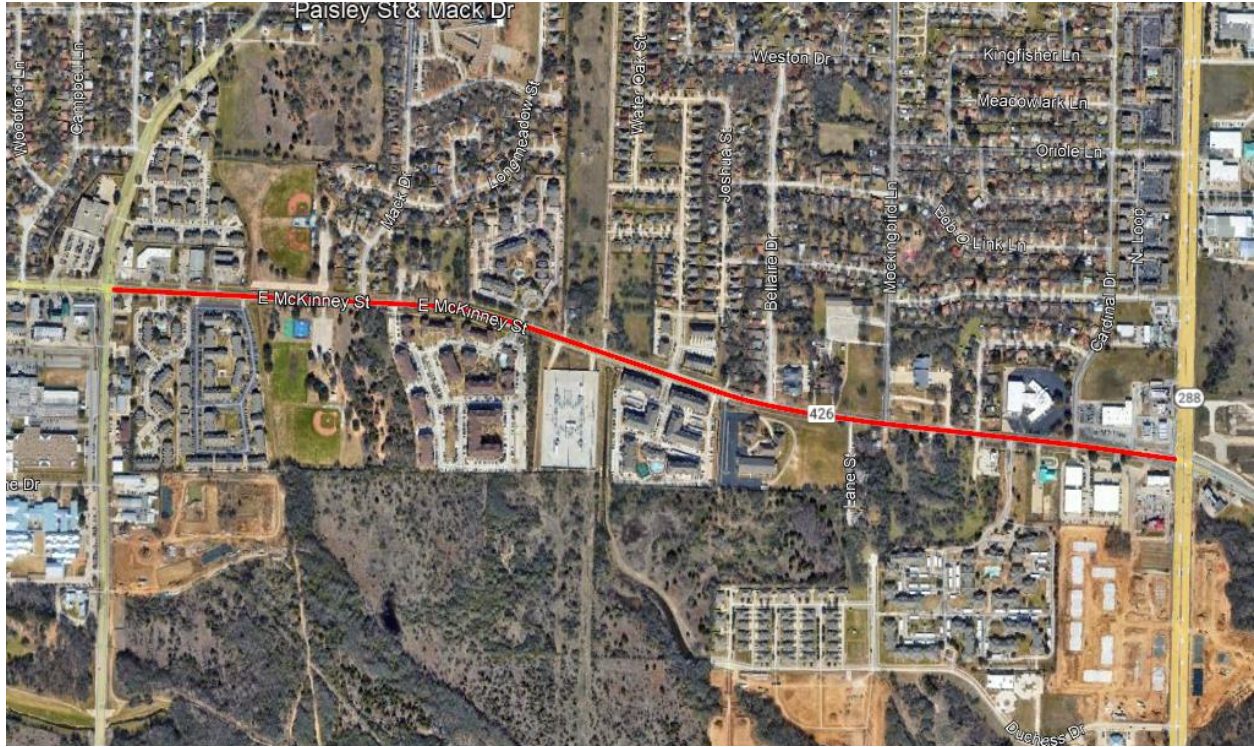
Yellow Rose Mapping LLC



Tim Habenicht, P.E.
Director of S.U.E.

Exhibit A

(QL "B" SUE From Southern Edge of Pavement to Southern ROW)





Specialty Land Services LLC
Right of Way and Land Acquisition Specialists

January 10th, 2024

Paul Hodges, PE
Project Manager
Westwood

EXHIBIT 'F3'

Mr. Hodges,

On behalf of Specialty Land Services, LLC, we thank you for this opportunity to respond to the Request for Proposal. This submission is a consideration for the following services:

- Easement and Right of Way acquisition services – City of Denton – McKinney Sidewalk Project

We are confident you will find that our proposal addresses your critical needs. With more than 20 years' experience and outstanding rapport with many cities and private clients across Collin, Denton, Tarrant and Johnson Counties, engaging Specialty Land Services will allow you to focus on the business of managing your development in a growing community.

We commit to a focused approach through execution of services as demonstrated by completion of more than 2,500 parcel acquisitions, with more than 99% of negotiations avoiding expensive and time-consuming condemnations. Supporting SLS experience in the Right-of-Way and Real Estate industry, our participation in local government over the years has provided the knowledge in understanding cities short- and long-term goals. Service as a City Council Member, Mayor Pro-Tem, and School Board President have provided the exposure and insight to local government which SLS has leveraged to exceed customer expectations.

Throughout the term of the agreement, we will commit to timely execution of requests and project management through a customized CRM platform and routine follow up on progress of open projects.

Thank you again for the opportunity to present our proposal. If you have any questions, please do not hesitate to contact us.

Sincerely,

Buddy Minett

Buddy Minett, REALTOR®
President
Broker License # 522235
TREC ROW License # 2389
972-679-9488
buddy@specialtyland.com

Matthew Hutto

Matthew Hutto, REALTOR®
Associate
Sales Agent License # 735321
TREC ROW License # 33490
903-714-4018
matthew@specialtyland.com

SCOPE OF BASIC SERVICES

Specialty Land Services, LLC will perform the following services for each right-of-way/easement tract, as necessary based on the information supplied by the client.

- Fixed price for service.
- All consultations with Project Manager and Client Engineer.
- Review of Right-of-Way/Easement maps and Field Notes.
- Market appraisal analysis for parcels.
- Direct interface with Client and Consulting Engineers.
- Thoughtful, legally compliant, communication and notification of Property Owners via Mail, Phone, Email and/or in person, including evenings and weekends, as required.
- All negotiations with property owner(s), regardless of complexity or time required to complete the acquisition including a minimum of 3 bona fide offers.
- Ownership verification/confirmation.
- Preparation of Client approved Deed and Easement documents for each parcel.
- Coordinate legal ownership/rights transfer to Client, including title closings if required by Client.
- Requisition of payments and delivery to property owners as required.
- Securing necessary approvals and signatures.
- Notary services.
- Electronic recording of Easement and/or Right of Way Documents with the appropriate County Records Office.
- Eminent Domain assistance (if necessary).

CONFLICT OF INTEREST QUESTIONNAIRE -

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

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

Peloton Land Solutions, Inc., a Westwood Company

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:

Brian O'Neil

4/4/2024

718791D3268A456
Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion


Envelope Id: CDFEF751EB804C4695ABD99C68478B00	Status: Sent
Subject: Please DocuSign: City Council Contract 7599-016 McKinney Sidewalks	
Source Envelope:	
Document Pages: 48	Signatures: 4
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christina Dormady
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	christina.dormady@cityofdenton.com
	IP Address: 198.49.140.10

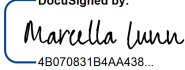
Record Tracking

Status: Original	Holder: Christina Dormady	Location: DocuSign
4/3/2024 8:52:38 AM	christina.dormady@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Christina Dormady christina.dormady@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 198.49.140.10	Sent: 4/3/2024 8:56:27 AM Viewed: 4/3/2024 8:56:35 AM Signed: 4/3/2024 8:57:45 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/3/2024 8:57:48 AM Viewed: 4/3/2024 9:23:50 AM Signed: 4/3/2024 9:30:19 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 47.190.47.120 Signed using mobile	Sent: 4/3/2024 9:30:21 AM Viewed: 4/3/2024 12:26:28 PM Signed: 4/3/2024 12:27:59 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Brian O'Neil brian.oneill@westwoodps.com Senior Director, Public Infrastructure Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 12.52.8.126	Sent: 4/3/2024 12:28:01 PM Viewed: 4/3/2024 12:59:25 PM Signed: 4/4/2024 9:05:09 AM
Electronic Record and Signature Disclosure: Accepted: 4/3/2024 12:59:25 PM ID: dbbbc81a-bb4f-49f8-86a2-bcf953719f6e		

Signer Events

Trevor Crain, PMP
trevor.crain@cityofdenton.com
Director of Capital Projects
City of Denton
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Trevor Crain, PMP
7B46EEAB11BC4F2...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.140.10

Timestamp

Sent: 4/4/2024 9:05:12 AM
Viewed: 4/4/2024 9:11:27 AM
Signed: 4/4/2024 9:11:50 AM

Electronic Record and Signature Disclosure:
Accepted: 4/4/2024 9:11:27 AM
ID: c063526f-79f1-4a53-ae61-ad8939504de9

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

Sent: 4/4/2024 9:11:53 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

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

COPIED

Sent: 4/3/2024 8:57:48 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

COPIED

Sent: 4/4/2024 9:11:53 AM
Viewed: 4/5/2024 5:53:13 PM

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dustin Draper
dustin.draper@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 12/7/2023 10:50:15 AM
ID: 9e1c5ddd-d8c1-4163-8a11-0f706f5baf37

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

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

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

Envelope Sent	Hashed/Encrypted	4/3/2024 8:56:27 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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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