

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 HALFF ASSOCIATES, INC., FOR PROFESSIONAL LANDSCAPE ARCHITECTURE DESIGN SERVICES FOR PECAN CREEK REGIONAL TRAIL SEGMENTS 1, 3, AND 4A FOR THE CAPITAL PROJECTS AND PARKS AND RECREATION DEPARTMENTS AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8596-003 – PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE ARCHITECT SERVICES AWARDED TO HALFF ASSOCIATES, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$2,079,400.00).

WHEREAS, on February 18, 2025, the City Council approved a pre-qualified list for the Parks and Recreation Department (Ordinance 25-288), and 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 [Parks and zoos]; 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 Halff Associates, Inc., for professional landscape architecture design services for Pecan Creek Linear Trail Segments 1, 3, and 4A for the Capital Projects and Parks and Recreation Departments, 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 [ \_\_\_ - \_\_\_ ]:

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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

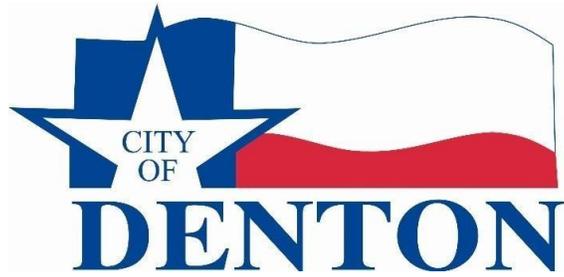
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
INGRID REX, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



## DocuSign City Council Transmittal Coversheet

PSA	8596-003
File Name	Pecan Creek Regional Trails
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**STANDARD AGREEMENT FOR LANDSCAPE ARCHITECTURAL RELATED  
PROFESSIONAL SERVICES  
(PSA 8596-003)**

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Halff Associates, Inc., with its corporate office at 2380 Performance Drive Bldg. C Suite 150, Richardson, TX 75028 and authorized to do business in Texas, ("LANDSCAPE ARCHITECT"), for a PROJECT generally described as: Pecan Creek Regional Trail – Segments 1, 3, and 4A (the "PROJECT").

**SECTION 1  
Scope of Services**

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

**SECTION 2  
Compensation and Term of Agreement**

- A.** The LANDSCAPE ARCHITECT shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$2,079,400.00 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment 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. LANDSCAPE ARCHITECT shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

**SECTION 3  
Terms of Payment**

Payments to the LANDSCAPE ARCHITECT will be made as follows:

## **A. Invoice and Payment**

- (1) The Landscape Architect shall provide the City reasonably sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment A to reasonably substantiate the invoices.
- (2) The LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT for billings contested in good faith within 60 days of the amount due, the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

## **SECTION 4** **Obligations of the Landscape Architect**

### **A. General**

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

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

The LANDSCAPE ARCHITECT shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent architects 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 architect.

### **C. Subsurface Investigations**

- (1) As applicable, the LANDSCAPE ARCHITECT 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 architectural work to be performed hereunder. The LANDSCAPE ARCHITECT shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.
- (2) As applicable, 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 LANDSCAPE ARCHITECT.

### **D. Preparation of Architectural Drawings**

The LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT shall not be liable for the use of such drawings for any project other than the PROJECT described herein. The transfer of copyright interest or ownership of Documents shall not extend to Consultant's standard details, standard features of overall design, functional elements of overall design or individual aspects and components the Consultant has developed and/or used previously on other projects.

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

- (1) The presence or duties of the LANDSCAPE ARCHITECT 's personnel at a construction site, whether as on-site representatives or otherwise, do not make the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT be construed as requiring LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT makes on-site observation(s) of a deviation from the AGREEMENT Documents, the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.
- (2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the LANDSCAPE ARCHITECT 's opinions, analyses, projections, or estimates.

## **G. Construction Progress Payments**

Recommendations by the LANDSCAPE ARCHITECT to the CITY for periodic construction progress payments to the construction contractor will be based on the LANDSCAPE ARCHITECT '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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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) LANDSCAPE ARCHITECT agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the LANDSCAPE ARCHITECT involving transactions relating to this AGREEMENT. LANDSCAPE ARCHITECT agrees that the CITY shall have access during normal working hours to all necessary LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT reasonable advance notice of intended audits.
- (2) LANDSCAPE ARCHITECT further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant

facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.

- (3) LANDSCAPE ARCHITECT and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse LANDSCAPE ARCHITECT 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) LANDSCAPE ARCHITECT'S INSURANCE**

- a. Commercial General Liability – the LANDSCAPE ARCHITECT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per each occurrence with a \$2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.
- i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.
- ii. LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of “any auto”, including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the architect owns no vehicles, coverage for hired or non-

owned is acceptable.

- i. LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT pursuant to this AGREEMENT or under any applicable auto physical damage coverage.
- c. Workers' Compensation – LANDSCAPE ARCHITECT 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. LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT pursuant to this AGREEMENT.
- d. Professional Liability – LANDSCAPE ARCHITECT shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

## (2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the LANDSCAPE ARCHITECT has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.
- b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.
- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.
- e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.
- f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.
- g. Any deductible or self insured retention in excess of \$25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. The CITY shall be entitled, upon its request and without incurring expense, to review the LANDSCAPE ARCHITECT 's insurance policies including endorsements thereto and, at the CITY's discretion; the LANDSCAPE ARCHITECT 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.

- I. 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 LANDSCAPE ARCHITECT shall be required by the LANDSCAPE ARCHITECT to maintain the same or reasonably equivalent insurance coverage as required for the LANDSCAPE ARCHITECT. When sub consultants/subcontractors maintain insurance coverage, LANDSCAPE ARCHITECT shall provide CITY with documentation thereof on a certificate of insurance.

#### **K. Independent Consultant**

The LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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, in property abutting the proposed PROJECT and business relationships with abutting property cities. The LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 architectural practice standards which the LANDSCAPE ARCHITECT should have been aware of at the time this AGREEMENT was executed, the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT could not have been reasonably aware of, the LANDSCAPE ARCHITECT shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

#### **O. Schedule**

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

#### **P. Equal Opportunity**

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

LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT as required for the LANDSCAPE ARCHITECT 's performance of its services. The CITY will perform, at no cost to the LANDSCAPE ARCHITECT, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the LANDSCAPE ARCHITECT '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 LANDSCAPE ARCHITECT 's services or PROJECT construction.

### **D. Timely Review**

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

### **E. Prompt Notice**

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

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

- (1) CITY acknowledges LANDSCAPE ARCHITECT will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT's negligence or if LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the LANDSCAPE LANDSCAPE 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 LANDSCAPE ARCHITECT, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the architectural services performed. Only the CITY will be the beneficiary of any undertaking by the LANDSCAPE ARCHITECT."

- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT.

## **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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT, 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 LANDSCAPE ARCHITECT '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**

LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT, 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 LANDSCAPE ARCHITECT will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents. The transfer of copyright interest or ownership of Documents shall not extend to Consultants standard details, standard features of overall design, functional elements of overall design or individual aspects and components the Consultant has developed and/or used previously on other projects.

### **C. Force Majeure**

The LANDSCAPE ARCHITECT is not responsible for damages or delay in performance caused by acts of God, fires, strikes, lockouts, accidents, or other events beyond the control of the LANDSCAPE ARCHITECT that prevent LANDSCAPE ARCHITECT'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 LANDSCAPE ARCHITECT.
- b. by either the CITY or the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT will be paid for termination expenses as follows:

- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of LANDSCAPE ARCHITECT '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 LANDSCAPE ARCHITECT '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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT s personnel and subcontractors, and LANDSCAPE ARCHITECT 's compensation will be made.

#### **F. Indemnification**

**IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE LANDSCAPE ARCHITECT SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE LANDSCAPE ARCHITECT OR LANDSCAPE ARCHITECT'S AGENT, EMPLOYEES, SUBCONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT'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

LANDSCAPE ARCHITECT shall at all times observe and comply with all applicable federal and State laws and regulations and with all applicable 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. **LANDSCAPE ARCHITECT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES.**

## K. Immigration Nationality Act

LANDSCAPE ARCHITECT 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, LANDSCAPE ARCHITECT shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT employee who is not legally eligible to perform such services. **LANDSCAPE ARCHITECT SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY LANDSCAPE ARCHITECT, LANDSCAPE ARCHITECT'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to LANDSCAPE ARCHITECT, shall have the right to immediately terminate this AGREEMENT for violations of this provision by LANDSCAPE ARCHITECT.

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

LANDSCAPE Architect 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, Landscape Architect certifies that Landscape Architect’s signature provides written verification to the City that Landscape Architect: (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, Landscape Architect certifies that Landscape Architect’s signature provides written verification to the City that Landscape Architect, 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**

Landscape Architect 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, Landscape Architect certifies that Landscape Architect’s signature provides written verification to the City that Landscape Architect: (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**

Landscape Architect 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, Landscape Architect certifies that Landscape Architect’s signature provides written verification to the City that Landscape Architect: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

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

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

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

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

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

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

The contractor shall:

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

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

## **S. Agreement Documents**

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

Attachment A – Scope of Services and Project Schedule

Attachment B – Compensation

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:  
LANDSCAPE ARCHITECT  
HALFF ASSOCIATES INC.

DocuSigned by:  
*Lenny Hughes*  
977210D913424D3  
\_\_\_\_\_  
AUTHORIZED AGENT, TITLE

Full Name: Lenny Hughes

2026-1409421

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

ATTEST:  
INGRID REX, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

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

Signed by:  
*Seth Garcia*      Seth Garcia  
A13701E6BC954EC  
\_\_\_\_\_  
SIGNATURE      PRINTED NAME

Director of Capital Projects

\_\_\_\_\_  
TITLE

Capital Projects

\_\_\_\_\_  
DEPARTMENT

BY: Signed by:  
*Leah Bush*  
2A936B08B5D7485



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(817) 764-7446

Attachment A

January 13, 2026

Project No. (AVO): 046556.002

City of Denton  
Parks and Recreation Department  
Attn: Ziad Kharrat, Assistant Director  
321 E McKinney Street  
Denton, TX 76201

RE: Pecan Creek Regional Trail – Segments 1, 3, and 4A

Dear Mr. Kharrat,

At Halff, we improve lives and communities by turning ideas into reality. We do that by working alongside great clients on projects that matter. With that in mind, we are pleased to submit the attached Scope of Services for the Pecan Creek Regional Trail – Segments 1, 3, and 4A for the City of Denton.

The proposed scope includes landscape architecture, engineering, environmental, surveying, and coordination services to advance the project from previously completed 30 percent schematic plans through final construction documents, bidding support, and associated agency coordination. These trail segments represent a key investment in Denton's regional trail system and will improve connectivity, access, and mobility along the Pecan Creek corridor.

The services to be provided by Halff are described in detail in the Scope of Services (Attachment A). Services not included within the base scope are identified in the Additional Services section; these items may be provided upon request under a separate agreement. A Basis of Compensation (Attachment B) is also included for reference.

Unless otherwise modified, the Scope of Services described herein shall remain valid for a period of ninety (90) calendar days, after which it may be renewed by mutual written agreement between the City and Halff.

Thank you for the opportunity to continue working with the City of Denton on this important project. Please feel free to contact me if you have any questions or would like to discuss the scope in more detail.

Sincerely,

A handwritten signature in black ink, appearing to read "Carter Smith".

**Carter Smith, PLA, ASLA**  
*Team Leader*  
carter.smith@halff.com  
Cell: 479.579.3978



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 Building C Suite 150  
 Richardson, TX 75082  
 (817) 764-7446

## ATTACHMENT 'A'

### Scope of Services Landscape Architecture and Engineering Design Services for The Pecan Creek Regional Trail – Segments 1, 3, & 4A Denton, TX

This proposal is for *Landscape Architectural, Engineering Design and Consulting Services* by Halff (CONSULTANT) for the City of Denton (CLIENT).

## PURPOSE

The purpose of this project is to advance the design of the Pecan Creek Regional Trail – Segments 1, 3, and 4A from previously completed schematic (30%) plans to final construction documents suitable for bidding and construction. These trail segments total approximately 3.25 miles and generally extend from the DCTA Rail Trail at Fred Moore Park to East McKinney Street, following the Pecan Creek corridor.

Services shall include Landscape Architecture, Civil, Structural, Hydraulic and Hydrology Engineering, Right-of-Way (ROW) Services, Environmental Services, Utility Coordination, Surveying, and Geotechnical Exploration. All work will comply with City of Denton standards and TxDOT federal funding requirements.

**Proposed considerations and scope for Preliminary and Final Design:** (60%) Design Development, (90%) Construction Documents, (100%) Final Construction Documents and Bidding phase includes:

- Incorporate and refine the existing 30% schematic design prepared by Halff for Segments 1, 3, and 4A.
- Prepare 60% Design Development Documents including alignment refinements, grading, drainage, structure layouts (bridges, retaining walls and underpass crossings), preliminary trail details, TxDOT LGPP required submittal documents, and OPCCs.
- Develop 90% Construction Documents with pre-final design elements, technical specifications, refined details, TxDOT LGPP required submittal documents, and updated OPCCs.
- Prepare 100% Final Construction Documents including signed and sealed plan sets, final specifications, TxDOT LGPP required submittal documents, and bid-ready quantities and OPCCs.
- Conduct hydrologic and hydraulic analyses to confirm floodplain compliance and support floodplain development permitting.
- Perform environmental coordination and documentation to satisfy NEPA and related state and federal requirements.
- Provide survey control, property boundary, and easement exhibits necessary for ROW acquisition.
- Complete a geotechnical investigation with recommendations for pavement and structural design.



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- Provide subsurface utility engineering (SUE) Level A Locating and Level B thru D designation and investigation to support utility coordination.
- Coordinate with utility owners to identify and address potential conflicts, mitigation or relocations.
- Assist the City with TxDOT review and federal funding documentation as needed, including all LGPP submittal requirements.
- Conduct two (2) stakeholder coordination meetings during design.

## PROGRAM

**PECAN CREEK REGIONAL TRAIL** - The proposed completion of the Pecan Creek Regional Trail Segments 1, 3, and 4A will advance the City of Denton's long-term vision for a connected regional trail network. When built, these segments will extend the trail approximately 3.25 miles from the DCTA Rail Trail at Fred Moore Park toward East McKinney Street, following the Pecan Creek corridor.

The Pecan Creek Regional Trail will serve as a vital alternative transportation and recreation route linking neighborhoods, parks, schools, and employment centers to the city's larger trail system. The corridor is a key component of the City's adopted Pecan Creek Regional Trail Master Plan, and will ultimately connect downtown Denton, the DCTA Rail Trail, and destinations toward Lake Lewisville. The project supports Denton's goals for improved mobility, public health, and access to safe, all-ages active transportation infrastructure.

Trail Program Improvements as outlined in the Scope of Work shall include:

### **PECAN CREEK REGIONAL TRAIL PROJECT CONNECTIONS**

This project includes the design and documentation of Segments 1, 3, and 4A of the Pecan Creek Regional Trail, totaling approximately 3.25 miles of new 10'–12' wide concrete shared-use path and 1,300 linear feet of spur connections. These segments will provide a continuous trail corridor linking Fred Moore Park and the DCTA Rail Trail to East McKinney Street, further advancing the City's long-term regional trail network vision.

Program elements include multiple pedestrian bridges, an underpass, trail signage, ADA-compliant street crossings, and minor trailhead improvements. The design will build upon the previously completed 30% schematic plans and incorporate environmental, hydraulic, and structural refinements required for federally funded projects.

### **Segment 1: Lakey St. (Fred Moore Park) to South Woodrow LN. (~4,750 LF)**

Segment 1 begins at Fred Moore Park and extends north and east along Pecan Creek to South Woodrow Lane. The alignment parallels portions of the existing creek corridor and roadway network.

### **Preliminary program elements include:**

- Approximately 4,750 LF of 12' wide concrete shared-use trail.



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- Pedestrian bridge over Pecan Creek and underpass crossing at South Woodrow Lane.
- Trailhead enhancements and signage at Fred Moore Park.
- Wayfinding, 911 markers, and interpretive signage.
- ADA-compliant crossings, striping, and ramps at roadway intersections.
- Handrail design at underpass.
- Tree survey of 6" caliper and larger within a 100' swath.
- Top and toe of channel elevations and low chord data at underpass crossings.

### **Segment 3: Loop 288 to Park Area Property (~7,300 LF + ~1,300 LF spurs)**

Segment 3 will provide a critical east–west connection from Loop 288 toward the central park property along Pecan Creek. The corridor will include multiple creek crossings and connect existing neighborhoods and future development areas.

#### **Preliminary program elements include:**

- Approximately 7,300 LF of 12' wide concrete trail plus 1,300 LF of spur trails.
- Two pedestrian bridge crossings over Pecan Creek and underpass crossing at Mayhill Road
- Wayfinding, signage, and trail markers.
- Grading, retaining walls, and erosion protection as needed.
- Coordination with adjacent property owners for ROW/easement acquisition.
- Tree survey, topographic survey, and channel data for floodplain analysis.
- Environmental and hydraulic coordination with TxDOT and the City of Denton.

### **Segment 4A: East McKinney Street to Project Limits (~2,000 LF)**

Segment 4A will extend the trail corridor north to East McKinney Street, providing for a trail spur connection to Pecan Creek Regional Trail.

#### **Preliminary program elements include:**

- Approximately 2,000 LF of 12' wide concrete trail.
- Culvert crossings, retaining wall and associated handrail where needed based on stream/tributary crossings and existing topography.
- Trailhead monument or signage at East McKinney Street.
- Wayfinding and mileage markers.
- Integration of final alignment and grading from the 30% schematic plans and upon alignment confirmation from the CLIENT.



## SCOPE

### Design Development and Contract Documents

1. CONSULTANT shall engage the CLIENT at initiation, interim, and completion of each design phase: Design Development (60%), Construction Documents (90%), and Final Construction Documents (100%) submittals.
2. CONSULTANT shall provide all boundary, topographic, and tree surveys necessary to support the project scope, including mapping of utilities, channel top and toe, and low chord elevations at underpass crossings.
3. CONSULTANT shall obtain geotechnical information at representative trail and bridge locations. The number (21) and location of borings is detailed in Phase 7 – Geotechnical Investigation below and will be provided by the Geotechnical Engineer prior to field work.
4. Engineering and design of pavement, trails, pedestrian bridges, underpasses, and trail-related amenities shall conform to **AASHTO, TxDOT, PROWAG MUTCD, USACE, and City of Denton** requirements.
5. All plans shall be prepared in accordance with **City of Denton** standards and TxDOT federal-aid project requirements.
6. CONSULTANT shall submit bidding documents in electronic (PDF) format for posting on the City's procurement website and/or TxDOT's letting portal as required.
7. CONSULTANT shall conduct two (2) public meetings for community and stakeholder engagement during the design process, and shall prepare all presentation materials, exhibits, and comment summaries for CLIENT review.
8. CONSULTANT shall attend one (1) pre-bid meeting, one (1) bid opening and one (1) pre-construction meeting as requested by the CLIENT.
9. All plans shall be prepared at a scale suitable for 22"x34" format and compatible with City and TxDOT submittal standards.

### Permitting

CONSULTANT will be responsible for obtaining the following required environmental and regulatory permits. Permit fees are not included and shall be paid directly by CLIENT:

- a. **Storm Water Pollution Prevention Plan (SWP3)** and associated EPIC Sheet
- b. **Floodplain Development Permit** in coordination with the City's Floodplain Administrator.
- c. **U.S. Army Corps of Engineers (USACE)** Section 404 Nationwide Permit for impacts to Waters of the U.S.
- d. **TxDOT NEPA environmental documentation** (anticipated Categorical Exclusion) and related coordination with state and federal agencies.
- e. Any permits not listed above can be obtained by CONSULTANT as an Additional Service.



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**The following items will be supplied by the CLIENT to the CONSULTANT:**

1. **Existing project data** –CLIENT will provide any remaining City departmental feedback on the schematic (30%) design, City GIS data, and available aerial imagery.
2. **Property ownership and rights-of-entry** – CLIENT will provide parcel data, right-of-entry access for survey, and coordination with private property owners as needed.
3. **Environmental investigations** – CLIENT will provide any available environmental reports, studies, or prior clearances for the project corridor.
4. **Existing utility information** – CLIENT will furnish as-built utility plans and mapping for all known public utilities within the design corridor.
5. **Hydraulic and floodplain data** – CLIENT will supply available floodplain and drainage models or reports relevant to Pecan Creek, to be supplemented and verified by CONSULTANT.

**The scope of services is defined as follows:**

- **Basic Services;**
- **Special Services to be Provided; and**
- **Additional Services** which can be provided, if required.

Each of the services is described on the following pages.



## BASIC SERVICES

### PHASE 1 - PROJECT MANAGEMENT

#### **1.1 Internal Team Meetings**

Halff will conduct up to twenty-four, bi-weekly (24) internal team meetings during the design phase of the project. The internal team meetings will include internal coordination of project processes, program items and schedules.

#### **1.2 Predevelopment Program Meeting**

The CONSULTANT will conduct an in-person, predevelopment programming meeting, for an assumed length of three hours, with the CLIENT to define current and anticipated programming objectives for the project. The CONSULTANT will identify and outline specific desired elements defined in the Scope of Services. One (1) refined program of elements for the project will be prepared for approval by the CLIENT.

**Total: One (01) Meeting**

#### **1.3 Trail Design Review Meeting**

The CONSULTANT will conduct a conceptual design review meeting, up to three hours, with the CLIENT to confirm and assess all input related to the project alignment. The meeting and programming goals are as follows:

- Alignment review and confirmation
- Identify all designated agencies
- Review inclusion of all connecting projects
- Review allocated Construction Budget
- Review Design Schedule and Agency Reviews

**Total: One (01) Meeting**

#### **1.4 Advanced Agency Coordination Meetings**

Advanced Agency Coordination will be conducted with the City of Denton, TXDOT, USACE, franchise utilities and other entities as necessary to establish project programming goals and objectives within each entity and identify parameters for all anticipated further planning and design coordination efforts. These meetings are assumed to be one-hour in length and be virtual meetings.

**Total: Ten (10) Meetings**

#### **1.5 Monthly Project Coordination Meetings**

CONSULTANT will meet with the CLIENT monthly, over the course of the project schedule (18 months). Up to eighteen (18), one-hour meetings will be held to answer questions related to the PROJECT and update the CLIENT on the PROJECT'S progress and schedule during design phase. Notes will be taken by the CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees. Meetings are assumed virtual unless otherwise agreed; in-person meetings requiring travel may incur additional expense.

**Total: Eighteen (18) Meetings**



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## 1.6 Design Submittal Review Meetings

Halff will conduct a design submittal review meeting with the CLIENT to discuss all comments related to the project at each submittal milestone. All design submittal review meetings will be assumed to be no more than three hours in length and will be held at the Client's office. The meeting and submittal milestones shall be as follows:

- 60% Design Development Drawings – One (1) meeting
- 90% Design Development Drawings – One (1) meeting
- 100% Final Design Drawings – One (1) meeting

**Total: Three (3) Meetings**

## 1.7 Stakeholder Meetings

The CONSULTANT in conjunction with the CLIENT will hold two (2), in-person Stakeholder meetings to engage key landowners so that the design reflects the needs and preferences of local area stakeholders, with an assumed meeting length of two-hours. The CLIENT shall coordinate meeting place, solicitation of flyers and additional meetings. CONSULTANT shall take notes, provide meeting minutes, and supply graphics and boards.

**Total: Two (2) Stakeholder meetings**

## 1.8 Monthly Progress Report

The CONSULTANT will provide written monthly progress reports to provide a written status update based on the assumed length of the project through end of design.

## 1.9 Invoicing

The CONSULTANT will prepare monthly invoices based on the assumed length of the project through end of design for the progress completed to date.

## PHASE 1 DELIVERABLES:

*Deliverables provided by the CONSULTANT shall include the following:*

- One (1) digital PDF copy of notes and refined program summary from the Predevelopment Program Meeting
- One (1) digital PDF copy of notes from the Trail Design Review Meeting
- One (1) digital PDF copy of notes from each Advanced Agency Coordination meeting
- One (1) digital PDF copy of notes from each Monthly Project Coordination Meeting
- One (1) digital PDF copy of notes from each Design Submittal Review Meeting
- One (1) digital PDF copy of graphics, boards, and meeting notes prepared for Stakeholder Meetings
- Monthly Progress Reports, provided as digital PDF copies
- Monthly Invoices, provided as digital PDF copies



## **PHASE 2 - DATA COLLECTION BASE MAP PREPARATION**

### **2.1 Field Walks and Spot Staking**

Walk segments to verify 30% assumptions, spot stake tie points where helpful, note constraints, and identify priority trees for preservation.

**Total: Two (2) All-Day Outings**

### **2.2 Design Survey**

Provide topographic survey, utilities, and easement information within a 100 foot wide corridor, 50 feet either side of centerline, for Segments 1, 3, and 4A and identified spur connections. Include:

- Horizontal and vertical control tied to NAD 83 and NAVD 88
- One foot contours and spot grades where needed
- Visible above ground utilities and record based subsurface utilities
- Trees 6 inch caliper and larger with species where feasible
- Channel top and toe at crossings or parallel segments
- Approximate low chord elevations at the Woodrow Lane and Loop 288 underpass crossings
- Prepare drawings showing: cover, survey control, existing conditions, utilities, contours, and key features.

### **2.3 Base Mapping**

Prepare CAD base maps on 22 x 34 sheets with property lines, contours, utilities, tree data, channel features, and survey control organized for PS&E production.

### **2.4 Boundary Research**

The CONSULTANT will perform boundary research impacted by the proposed Pecan Creek Trail Segments 1, 3, and 4A. Research will include review of recorded plats, deeds, right-of-way documents, and other available public records necessary to confirm parcel boundaries and existing easements within the project limits.

### **2.5 QA/QC Survey Review**

Perform QAQC and address comments.

## **PHASE 2 DELIVERABLES:**

*Deliverables provided by the CONSULTANT shall include the following:*

- One (1) Digital PDF copy of field walk notes and spot-staking documentation
- One (1) digital PDF set of CAD base map sheets for CLIENT review
- One (1) digital PDF copy of QA/QC review comments and responses



## **PHASE 3 - 30% SCHEMATIC VERIFICATION**

30% Schematic Plans produced by CONSULTANT and approved by CLIENT in 2023 exist. This task is limited to verification and gap filling to support advancement to 60% and does not include redesign or significant alignment shifts outside of the funding-approved trail corridors for Segments 1 and 3. Segment 4A alignment is pending per discussion with the CLIENT and will be verified upon completion of this phase.

### **3.1 Discipline Check**

- Validate existing 30% plans' horizontal alignment against new survey and property limits
- Identify profile constraints and structure needs at bridges and underpasses
- Confirm preliminary grading and drainage approach
- Note temporary and permanent easement footprints

### **3.2 H&H Check**

Perform a preliminary H&H screening to confirm feasibility of proposed crossings and underpass sections prior to 60%. See H&H scope for full analysis at 60%.

### **3.3 Targeted Updates**

- Update demolition limits, layout, typical sections, preliminary grading and drainage, and key details where base data changed
- Identify bridge and underpass concept footprints and clearance needs
- Provide preliminary bid items and quantities.

### **3.4 Update Engineer's Opinion of Probable Construction Cost (OPCC)**

Prepare an initial opinion of probable construction cost based on recent, relevant bid tabulations from Consultant's previous projects and available TxDOT average bid unit price data

### **3.5 QA/QC Review and Responses**

Provide an updated schematic verification memo to CLIENT identifying modifications to the 30% Schematic Design before 60%.

## **PHASE 3 DELIVERABLES:**

*Deliverables provided by the CONSULTANT shall include the following:*

- One (1) Digital PDF memo summarizing 30 percent schematic verification findings, including alignment validation, structural needs, grading considerations, and easement footprint notes
- One (1) updated schematic verification plan set in digital PDF format reflecting targeted updates (demolition limits, layout adjustments, typical sections, preliminary grading and drainage, and key details)
- One (1) digital PDF Engineer's Opinion of Probable Construction Cost (OPCC)
- One (1) digital PDF copy of QA/QC comments and responses



## PHASE 4 - 60% AND 90% CONSTRUCTION DOCUMENTS

CONSULTANT shall prepare, for approval by the CLIENT, a complete set of construction documents and specifications for the PROJECT as defined below.

Consultant shall prepare (1) digital pdf file copy of drawings for review and comment at **60%, AND 90% Construction Documents** including opinions of probable construction costs. Drawings and specifications shall be submitted for final approval and use by the City for bidding. One (1) digital copy of construction plans in PDF format shall be provided. Consultant will provide the following drawings for submittal:

Prepared plans will illustrate the proposed trail/bike facility horizontal alignment and trail vertical profile. Plans shall be at 1"=40' scale and prepared in AutoCAD (.dwg) format.

- i. Cover Sheet
- ii. Index of Sheets and Legend
- iii. Typical Sections
- iv. General Notes
- v. Control and Survey Data
- vi. Summary of Quantities
- vii. Summary of Small Signs (Regulatory/Advanced Warning)
- viii. Traffic Control Phasing Plans
- ix. Traffic Control Details
- x. Demolition Plans
- xi. Geometric Layout Plans
- xii. Landscape Planting Plans
- xiii. Irrigation Plans
- xiv. Trail Plan and Profile Sheets with Grading shown
- xv. Prepare Trail Overlooks, Sections & Details
- xvi. Prepare Trail Signage, Kiosk Layout and Details
- xvii. Prepare Trailheads and Gateways, Sections & Details
- xviii. Mid-Block Crossing and RRFB Layout Plans
- xix. Pavement Standard Details
- xx. Drainage/Culvert Plans and Profiles
- xxi. Drainage Area Map
- xxii. Drainage Calculations
- xxiii. Drainage Standard Details
- xxiv. Pedestrian Bridge Plans and Profiles
- xxv. Pedestrian Bridge Details
- xxvi. Retaining Wall Plans and Profiles
- xxvii. Retaining Wall Details
- xxviii. Miscellaneous Structural Details
- xxix. Signing and Pavement Marking Plans
- xxx. Signing and Pavement Markings Standard Details
- xxxi. SWP3 Plans and EPIC Sheet(s)
- xxxii. Erosion and Sediment Control Plans
- xxxiii. Erosion Control Details
- xxxiv. Trail Cross Sections



#### 4.1 Landscape Architecture

- Prepare Demolition Plan and Details
- Prepare Trail Layout and Stationing
- Prepare Trail Details and Specifications
- Show Temporary and Permanent Easements
- Prepare Landscape and Irrigation Plans, Sections & Details
- Prepare Trail Overlooks, Sections & Details
- Prepare Trail Signage, Kiosk Layout and Details
- Prepare Trailheads and Gateways, Sections & Details
- Prepare Quantity Sheet

#### 4.2 Civil Engineering

- Prepare Trail Profile, Geometric Layout, Cross Sections, Details and Specifications
- Prepare Pavement Markings and Signage Plans
- Prepare Traffic Control Phasing Plan and Details
- Prepare Erosion Control Plan
- Prepare Trail Grading and Drainage
- Drainage Area Map
- Drainage Calculations
- Drainage Design
- Prepare Quantity Sheets

#### 4.3 Structural Engineering

- Prepare Bridge Layout
- Prepare Bridge Details and Specifications
- Prepare Structural Layout and Design for pedestrian bridge abutments
- Review alternate prefabricated pedestrian bridge types, select desired bridge and structural configuration for the bridge. Incorporate alternative for custom modifications at ends of bridge.
- Prepare Structural Layout and Design for Retaining Walls
- Prepare Retaining Wall Details
- Prepare Quantity Sheet

#### 4.4 Engineer's Opinion of Probable Construction Cost (OPCC)

#### 4.5 Project Specifications

#### 4.6 LGPP Requirements, Coordination, Documentation and Form Preparation for TxDOT Submittal (See Appendix for required documents as part of the LGP Submittal Checklist)

#### 4.7 QA/QC Design Reviews and Responses

#### PHASE 4 DELIVERABLES:

*Deliverables provided by the CONSULTANT shall include the following:*

- One (1) Digital PDF copy of the 60 and 90 percent construction document plan set, including all sheets listed in the Phase 4 scope



- One (1) digital PDF copy of project specifications at 60 and 90 percent
- One (1) digital PDF copy of the Engineer's Opinion of Probable Construction Cost (OPCC) at 60 and 90 percent
- One (1) digital PDF copy of LGPP coordination materials, documentation, and completed TxDOT-required forms
- One (1) digital PDF copy of QA/QC comments and responses for each submittal phase
- One (1) digital PDF copy of QA/QC comments and responses

## **PHASE 5 – FINAL CONSTRUCTION DOCUMENTS**

Receive CLIENT comments from the 60% & 90% plan submittal and begin preparation of the 100% design plans. Prepare plans showing proposed trail/bike facility horizontal alignment and trail vertical profile. Plans shall be at 1"=40' scale and prepared in AutoCAD (.dwg) format.

### **5.1 Landscape Architecture**

- Prepare Final Demolition Plan and Details
- Prepare Final Trail Layout, Stationing, and Signage
- Prepare Final Trail Details and Specifications
- Show Final Easements
- Prepare Final Landscape and Irrigation Plans, Sections & Details
- Prepare Final Trail Overlooks, Gateway Monuments and Trail Amenities Sections & Details
- Prepare Final Trail Signage, Kiosk Layout and Details
- Prepare Final Trailhead and Gateway, Sections & Details
- Prepare Final Quantity Sheets

### **5.1 Civil Engineering**

- Prepare Final Trail Profile, Geometric Layout, Cross Sections, Details and Specifications
- Prepare Final Mid-Block Crossing Plans and RRFB Layout
- Prepare Final Pavement Markings and Signage Plans
- Prepare Traffic Control Phasing Plan and Details
- Prepare Final Trail Grading
- Drainage Area Map
- Final Drainage Calculations
- Final Drainage Plans and Profiles
- Prepare Final Erosion Control Plan
- Prepare SWP3 and EPIC Sheet
- Prepare Final Quantity Sheets

### **5.2 Structural Engineering**

- Prepare AND Update Final Bridge Layout
- Prepare AND Update Final Bridge Details and Specifications
- Prepare AND Update Final Structural Layout and Design for pedestrian bridge, and abutments.
- Prepare Final Structural Layout and Design for Retaining Walls
- Prepare Final Retaining Wall Details



- Prepare Quantity Sheet

**5.3 Prepare Engineer’s Opinion of Probable Construction Cost (OPCC)**

**5.4 Prepare Project Specifications**

**5.5 LGPP Requirements, Coordination, Documentation and Form Preparation for  
 TxDOT Submittal (See Appendix for required documents as part of the LGP  
 Submittal Checklist)**

**5.6 QA/QC Design Review and Response**

**5.7 Client and TxDOT Final Review**

- CONSULTANT to review and address one (1) round of CLIENT and TxDOT provided comments
- CONSULTANT to resubmit plans to CLIENT and TxDOT for approval

**PHASE 5 DELIVERABLES:**

*Deliverables provided by the CONSULTANT shall include the following:*

- One (1) Digital PDF copy of the 100 percent Final Construction Document plan set, including all sheets identified in Phase 5
- AutoCAD (.dwg) files for all 100 percent plan sheets
- One (1) digital PDF copy of final project specifications
- One (1) digital PDF copy of the Final Engineer’s Opinion of Probable Construction Cost (OPCC)
- One (1) digital PDF copy of LGPP documentation, coordination materials, and required TxDOT submittal forms
- One (1) digital PDF copy of QA/QC comments and responses
- One (1) digital PDF copy of CLIENT review comments and CONSULTANT responses
- One (1) digital PDF copy of the resubmitted 100 percent Final Construction Document plans for CLIENT approval

**PHASE 6 – BIDDING SERVICES**

**6.1 Bid Support for one design package**

- Distribute Contract Documents and Maintain Plan Holders List
- Attend one (1) Pre-bid Conference
- Respond to Bidder Questions
- Issue up to two (2) Addenda packages
- Attend one (1) Bid Opening
- Tabulate Bids and Provide Referral Letter on Qualified Low Bidder
- Coordinate with Qualified Low Bidder and Issue Conformed Contract Documents

**PHASE 6 DELIVERABLES:**

*Deliverables provided by the CONSULTANT shall include the following:*

- One (1) Digital PDF copy of the distributed Contract Documents



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- One (1) digital PDF copy of the maintained Plan Holders List
- One (1) digital PDF copy of Pre-bid Conference notes
- One (1) digital PDF copy of the written responses to bidder questions
- One (1) digital PDF copy of all Addenda issued during the bidding period
- One (1) digital PDF copy of the Bid Tabulation
- One (1) digital PDF copy of the Referral Letter identifying the qualified low bidder
- One (1) digital PDF copy of Conformed Contract Documents issued to the qualified low bidder



## SPECIAL SERVICES TO BE PROVIDED

### PHASE 7 – GEOTECHNICAL INVESTIGATION

The CONSULTANT shall retain a qualified SUBCONSULTANT to perform subsurface soil investigation, testing, and geotechnical engineering services for the Pecan Creek Regional Trail Segments 1, 3, and 4A.

#### 7.1 Subsurface Exploration

The SUBCONSULTANT will perform a drilling and sampling program that includes **twenty-one (21) soil borings** within the project limits. Anticipated boring types and depths include:

- **Bridge Locations:** Six borings advanced to refusal or to estimated depths in the range of 45 to 50 feet.
- **Major Retaining Structures:** Seven borings advanced to depths of approximately 35 feet.
- **Minor Retaining Structures:** One boring advanced to a depth of approximately 25 feet.
- **Trail Alignment:** Seven borings advanced to depths of approximately 10 feet.

Borings will be performed using truck-mounted drilling equipment in accordance with applicable ASTM and TxDOT procedures. Cohesive and non-cohesive soil samples will be obtained using Shelby tubes and split-spoon samplers. If limestone, shale, or cemented sand is encountered, rock hardness and quality will be logged in accordance with TxDOT cone penetration methods.

Field logs will document soil classifications, sampling intervals, groundwater observations, and hand penetrometer readings. Samples will be sealed, preserved, and transported to the SUBCONSULTANT's laboratory for testing. Boring locations will be identified using handheld GPS. Backfilling and surface plugging of boreholes will be completed following drilling activities. Traffic control measures will be implemented for boring locations within right-of-way corridors, and light brush clearing may be required in certain areas.

#### 7.2 Laboratory Testing

Laboratory testing will be performed to determine engineering characteristics of the recovered samples. Testing may include:

- Moisture content and soil identification
- Sieve analysis and percent passing No. 200
- Atterberg limits
- Hydrometer analysis
- Unconfined compression testing
- Direct shear testing
- Unit weight determinations
- Absorption pressure and/or one-point swell
- Eades and Grim lime series (as needed for subgrade treatment evaluation)



The final testing program will be based on actual field conditions encountered during drilling.

### 7.3 Engineering Report

The SUBCONSULTANT will prepare a geotechnical engineering report, sealed by a Professional Engineer licensed in the State of Texas. The report will include:

- Description of soil and groundwater conditions
- Bridge foundation recommendations, including allowable bearing pressures and minimum pier embedment depths (if applicable)
- Retaining wall design parameters and lateral earth pressures
- Global slope stability analyses for proposed retaining structures and bridge abutments (geometry provided by the CONSULTANT)
- Pavement subgrade preparation and pavement design recommendations
- Earthwork considerations, including fill placement and compaction
- Recommendations for utility and storm drain bedding, backfill, and trench safety considerations

The SUBCONSULTANT will provide one electronic copy and up to two hard copies of the final report. Should deferred borings be required, one (1) supplemental report will be issued to incorporate the additional data and update recommendations accordingly.

## PHASE 8 – ENVIRONMENTAL SERVICES

### 8.1 Project Management and Communication

Halff (CONSULTANT) will meet internally with staff for coordination and communication related to Task 2 of this PROJECT.

### 8.2 Categorical Exclusion (CE)

#### **Categorical Exclusion (CE) Documentation:**

Environmental review and appropriate documentation is required for federally funded projects in accordance with the National Environmental Policy Act (NEPA) of 1969, 23 Code of Federal Regulations (CFR) Part 771, and 43 Texas Administrative Code (TAC) Chapter 2. This scope of work and fee estimate assumes this project meets the requirements of 23 CFR 771.117, Categorical Exclusions, and the environmental process will follow guidance published by TxDOT regarding CE determinations. This project is assumed to be considered “c-list” CE projects based on 23 CFR 771.117(c)(3) Construction of bicycle and pedestrian lanes, paths, and facilities. In the event it is determined by TxDOT that a CE is not the appropriate level of documentation for this project, CONSULTANT will notify the CLIENT and a supplemental scope of work will be prepared to allow completion of other necessary documentation. CONSULTANT will perform the following tasks which are necessary to receive a CE determination from the TxDOT Dallas District.

#### **Project Scoping:**

The purpose of this task is to provide scoping documentation to the TxDOT Dallas District to initiate the CE process and identify the technical studies that will be required to obtain a CE determination. CONSULTANT will obtain digital environmental information available from



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appropriate local, state, and federal agencies. Data collected for this task will be stored in Geographic Information System (GIS) format. CONSULTANT shall complete the Work Plan Development (WPD) I and WPD II Environmental Compliance Oversight System (ECOS) screens for this project and submit to TxDOT. The following resources will be addressed in the scoping documentation:

- Air Quality
- Cultural Resources
- Community Impacts
- Biological Resources
- Water Resources
- Hazardous Materials
- Traffic Noise
- Section 4(f) & Section 6(f)
- Parks and Wildlife Code, Chapter 26
- Natural Resources Code, Chapter 183
- Public Involvement

**Site Visit:**

CONSULTANT will participate in one (1) site visit to document existing conditions. This task includes taking on-site photographs of existing conditions.

**Technical Reports:**

CONSULTANT will prepare resource agency coordination requests and technical reports for resources that require additional assessment as defined in the WPD ECOS screens. The following technical reports are anticipated to be required to receive a CE Determination, which are further described in the following tasks:

- Species Analysis Form, Species Analysis Spreadsheet, Best Management Practices Form
- Surface Water Analysis Form, Water Features Delineation Report, Section 404/10 Impacts Table
- Project Coordination Requests (PCR) for Historical Studies
- Archeological Background Study (ABS)
- Archeological Survey
- Hazardous Materials Initial Site Assessment (ISA)
- Section 4(f) Exception Checklists (6), including letter to Official with Jurisdiction (OWJ)

The technical reports will be submitted to the TxDOT Dallas District and revised in accordance with comments received during up to two (2) rounds of review.

**Species Analysis Form and Species Analysis Spreadsheet:**

CONSULTANT will participate in an assessment of vegetation and protected habitat impacts in accordance with the MOU between TxDOT and Texas Parks and Wildlife Department (TPWD). The analysis shall consider vegetation/land cover found in the project area as compared to TPWD's Ecological Mapping Systems of Texas (EMST).

This task includes a review of current species lists from the TPWD and the United States Fish and Wildlife Service (USFWS), and a search request from TPWD's Texas Natural Diversity



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Database (TXNDD). Conclusions will be made, based on general observations from the visual survey and the literature review and database search, regarding whether preferred habitat or designated critical habitat for any listed species is present within the project area, whether any listed species is likely to occur, and whether there is a potential effect or impact to listed species.

This task includes the following deliverables for this project:

- Species Analysis Form
- Species Analysis Spreadsheet
- Best Management Practices Form

**Water Resource Deliverables**

A preliminary jurisdictional assessment of waters of the United States, including wetlands, shall be made within the existing and/or proposed ROW and any proposed temporary or permanent easements. This assessment will include the delineation of the boundaries and ordinary high-water mark of potential jurisdictional waters within the existing and/or proposed ROW and easements.

This task includes the following deliverables for this project:

- Surface Water Analysis Form
- Water Features Delineation Report
- Section 404/10 Impacts Table

**Historical Studies PCR:**

CONSULTANT shall complete a Non-Archeological Historic Resources PCR form for this project, which will be sent to TxDOT for review. The PCR form will provide information regarding the potential for the presence of historic-age properties in the project's Area of Potential Effects (APE). A review of the Texas Historical Commission's (THC) online Historic Sites Atlas will be conducted to identify previously recorded historic sites within the APE. The PCR form will also include attachments with maps of the proposed project limits and the project APE.

**Archeological Background Study:**

CONSULTANT will produce an Archeological Background Study for this project. The Background Study will include the following:

- Define the APE, which includes existing property, private and public property, existing rights-of-way (ROW), easements (temporary and permanent), and any other project-specific location designated by the State as well as consideration of the likely depth of impacts resulting from the proposed project.
- Review of existing data, including, but not limited to, the Texas Archeological Sites Atlas, geologic maps, soil maps, aerial photographs, and historic maps.
- Identification of the areas that require field investigation to evaluate the project's effects on archeological resources (including cemeteries) and identify the areas in which the proposed project would have no effect on archeological resources and cemeteries. The Background Study shall identify any areas where field investigations are recommended.



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**Archeological Survey:**

CONSULTANT will prepare an Archeological Survey report to satisfy requirements for determining whether archeological sites are present in the project APE. This task includes the following performed by a professional archeologist:

- Prepare a Texas Antiquities Permit application and scope of work for approval by TxDOT, USACE and the THC prior to conducting the archeological survey.
- Perform an archeological survey, including the excavation of shovel tests, as appropriate, throughout the APE to characterize the soils, potential disturbances, and determine whether archeological resources are present and, if so, assess those resources.
- Following the field survey, an Archeological Survey Report shall be prepared for coordination with TxDOT, USACE, and the THC.

**Hazardous Materials ISA:**

CONSULTANT will perform a Hazardous Materials ISA for potential hazardous materials impacts. The ISA shall determine the potential for encountering hazardous materials in the study area, including possible environmental liability, increased handling requirements (e.g., soil or groundwater), and potential construction worker health and safety issues. The ISA shall include the following:

- Determine the appropriate project-specific level of inquiry for the ISA.
- Consider the project design and right-of-way requirements, including project excavation requirements, anticipated additional right-of-way acquisition, and the demolition or modification of structures.
- Produce and submit to TxDOT a completed ISA, including copies of list search reports, maps depicting locations, photographs, recommendations, and any other supporting information gathered to complete the ISA.

Should the findings of the ISAs conclude that additional investigation, special considerations, or other commitments from TxDOT or the project sponsor are required during project development, CONSULTANT shall review those findings with the CLIENT and TxDOT.

**Section 4(f) Resources:**

Section 4(f) applies when a U.S. DOT agency approves a transportation program or project that uses Section 4(f) property. This scope of services only includes the evaluation that may be necessary for processing Section 4(f) exception checklists.

The CONSULTANT shall prepare an evaluation, including appropriate supporting documentation, for TxDOT to process an exception checklist for up to six (6) Section 4(f) resources. The CONSULTANT shall document the following:

- Applicability of Section 4(f) to the park, recreation, refuge, or historic property proposed to be used by the project;
- Whether or not there is a use of Section 4(f) property;
- Activities, features, and attributes of the Section 4(f) property;
- Analysis of the impacts to the Section 4(f) property; and
- Results of coordination with the OWJ.



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**Notice and Opportunity to Comment:**

The CONSULTANT will mail out a notice and opportunity to comment as well as a project location map to affected property owners. A mailing list and corresponding property owner map will be prepared. Documentation will be prepared including any comments received and responses to comments.

**Environmental Permits, Issues, and Commitments (EPIC) Sheet:**

An environmental permits, issues, and commitments (EPIC) design sheet will be prepared and submitted to TxDOT and revised in accordance with comments received from TxDOT.

**Task 8.2 Deliverables:**

Deliverables provided by the CONSULTANT shall include Digital PDF copies the following documents:

- *Digital PDF copy of the WPD I and II ECOS Screens*
- *Digital PDF copy of the Species Analysis Form, Species Analysis Spreadsheet, and Best Management Practices Form*
- *Digital PDF copy of the Surface Water Analysis Form, Delineation Report, and Section 404/10 Impacts Table*
- *Digital PDF copy of the Historical Studies PCR*
- *Digital PDF copy of the Archeological Background Study*
- *Digital PDF copy of the Archeological Scope of Work and Survey*
- *Digital PDF copy of the Hazardous Materials ISA*
- *Digital PDF copy of the Section 4(f) Exception Checklists, including letter to OWJ (6)*
- *Digital PDF copy of the NAOC letters and summary*
- *Digital PDF copy of the EPIC Sheet*

**8.3 USACE Permitting**

**Section 404 Permitting**

Halff will prepare and provide a draft and final Section 404/10 NWP package in accordance with ENV's Documentation Standard for USACE Pre-Construction Notification (PCN). Up to two (2) permitting packages will be prepared for the USACE Fort Worth district. Halff assumes a nationwide permit with PCN. If other permitting is required, supplemental services would be needed.

**ENVIRONMENTAL EXCLUSIONS:**

The following items are excluded from this scope of services:

1. Technical reports for the following items: noise, air quality, community impacts, and section 4(f) de minimis and/or individual determinations.
2. Threatened or endangered species surveys or Section 7 consultation with the USFWS under the Endangered Species Act.
3. Preparation of a research design, performing reconnaissance survey (i.e., on the ground or archival research for historic structures/districts), evaluation of National



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Register of Historic Places (NRHP) eligibility for any non-archeological historic resources, evaluation of effects on NRHP-eligible or -listed sites, or development of mitigation plans.

4. Effort to obtain right-of-entry from public or private land owners to allow for the completion of environmental services.
5. Public meetings and hearings for this project.
6. Additional hazardous materials investigations include Phase 1 and/or Phase 2 site assessments.

**Other:**

A supplemental services agreement will be required to add scope and fee if TxDOT, or another regulatory agency, requires additional information other than that specified in this scope of work.

## **PHASE 9 – WATER RESOURCES SERVICES**

Consultant shall perform a floodplain analysis related to the proposed Pecan Creek Trail Segments 1, 3, and 4A in the City of Denton (PROJECT). The study aims to analyze impacts to the Pecan Creek (below SCS Dam #16) and PEC-4 floodplains from Kerley Street to just upstream of confluence with Pec Tributary 6. The proposed trail segments will also cross Pec Tributary 9. The purpose of the floodplain analysis is to ensure no negative impacts to the FEMA effective and City of Denton ultimate (fully developed) floodplains due to the proposed trail project. Based off the effective FIRM (48121C0380G eff. 4/18/2011), there is an effective Zone AE with floodway and established Base Flood Elevations (BFEs) along Pecan Creek and PEC-4. The Pec Tributary 9 is a Zone A/AE floodplain. The effective FEMA model will have to be extended upstream of the Pec Tributary 9 to evaluate the impacts of the project on this tributary. This scope assumes the following for the PROJECT:

- PROJECT will be kept within Segments 1, 3, and 4A;
- The ultimate (fully developed) hydrologic conditions from the Pecan Creek and North Pecan Creek Watershed Study and Alternative Analysis (Halff 2021) will be used. New hydrology will only be performed for Pec Tributary 9 as part of this study. No new hydrology will be performed for any other streams within the project area;
- Per Section 3.8.1 of the City of Denton Stormwater Design Manual, a CLOMR and Flood Study will be required and performed;
- LOMR is excluded from this scope. An additional service will be provided after construction is completed.
- The FEMA effective model for Pecan Creek (below SCS Dam #16) will be used for the hydraulic analysis. If this model is not available, then additional services and fees would be required to develop a pre-project model.

### **9.1 Project Management and Communication**

CONSULTANT will meet internally with staff for coordination and communication. CONSULTANT will meet and coordinate with CLIENT regularly and as necessary. This scope assumed a maximum of three (3) virtual meetings with CLIENT.



## 9.2 Data Collection and Terrain Generation

### **Data Collection and Analysis:**

If applicable, obtain plat map, site plans, surveys, GIS files, and any other pertinent information available from internal source and/or CLIENT.

Obtain effective City fully developed backwater model, if available.

Retrieve effective FEMA models, Flood Insurance Study (FIS), and/or City of Denton's current existing hydrologic and hydraulic models for Pecan Creek from internal source and/or CLIENT.

Retrieve existing floodplain information from CLIENT and FEMA files.

Conduct a site visit (one day) to inspect the site, take photographs, and evaluate existing drainage conditions.

Survey will be utilized within the project area. Survey fee is not scoped under this service.

### **Terrain Generation:**

Retrieve topographic maps from the City of Denton, Texas Geographic Information Office (TxGIO), and North Central Texas Council of Governments (NCTCOG), as necessary.

Prepare the existing terrain file (i.e., Digital Elevation Model (DEM)) using the best available topography. The topography will include 2010 or newer TxGIO Light Detection and Ranging (LIDAR) if more recent topography is not available.

Update the pre-project conditions DEM to include proposed and/or post-project conditions.

## 9.3 Hydrology

### **Hydrologic Analysis:**

Utilize FEMA effective discharges for the 10-year, 50-year, 100-year, 500-year, and floodway storm events.

Utilize ultimate (fully developed) hydrologic conditions from the Pecan Creek and North Pecan Creek Watershed Study and Alternative Analysis (Halff 2021) for the 1-year, 25-year, and 100-year discharges.

Utilize aerials/Lidar to delineate drainage area for Pec Tributary 9 only, if necessary.

No new hydrologic analysis for Pecan Creek and/or other tributaries of Pecan Creek will be performed.

Quality assurance and quality control of the hydrologic model.

## 9.4 Floodplain Analysis and Downstream Assessment

### **Pre- Project Hydraulic Analysis:**

- Utilize the City of Denton's existing models as the base for Hydraulic analysis. Execute and establish existing base flood levels. If the City of Denton's existing model is not available, use the FEMA effective model as the base model for Hydraulic analysis.
- Modify existing conditions to reflect revised existing (pre-project) conditions based upon survey information obtained for this project and recent topography through the project limits.
- Execute and debug the models to establish pre-project flood elevations for the 100-year FEMA and 1-, 25-, and 100-year fully developed storm events.
- Compare the revised existing model results to existing model conditions results.



- Quality assurance and quality control of hydraulic models.
- Map the pre-project 100-year FEMA and 100-year fully developed floodplains using the best available topography through the project area to include in the flood study report.

**Post-Project Hydraulic Analysis:**

- Modify the pre-project conditions hydraulic model to use both FEMA effective and the City's 1-, 25-, and 100-year fully developed discharges to reflect the 30%, 60%, 90% proposed design conditions.
- Execute and debug the proposed condition models.
- Identify the impacts to adjacent properties under pre-project and proposed design conditions.
- Perform valley storage analysis to satisfy the City of Denton floodplain criteria for the 100-year fully developed model only.
- The HEC-RAS model volume results will be used to evaluate valley storage loss due to the potential maximum floodplain reclamation for the 100-year fully developed model only.
- If proposed project using FEMA effective discharges does not meet the FEMA criteria, develop and model up to total three (3) grading modifications using the 100-year FEMA model only.
- Identify and record the need for structure in lieu of fill due to valley storage loss, if necessary.
- Create water surface elevation, velocity, and valley storage comparison tables.
- Analyze velocities for the fully developed 1-, 25-, and 100-year storm events to ensure that acceptable velocities are being maintained in accordance with Table 3.2.& 3.3 of iSWM Hydraulic Manual, new fill and grading are protected, and that erosive potential is not increased.
- Quality assurance and quality control of hydraulic models.
- Map the post-project floodway, 100-year FEMA and 100-year fully developed floodplains using the best available topography through the project area to include in the flood study report.

**Downstream Assessment:**

- Perform downstream assessment to determine downstream impacts and/or detention requirements.
- Determine zone of influence
- Evaluate potential detention required to offset the increased runoff due to the development. Size detention pond as needed to meet City of Denton detention requirements. Detention pond design is not included in the scope and will be an additional service.
- Demonstrate no adverse impacts per guidance contained in the City of Denton Stormwater Design Criteria Manual.

**Technical Report:**

- Preliminary Report – Prepare a hydrologic/hydraulic analysis report documenting findings and recommendations, if needed, for the study. Submit one (1) electronic copy of the draft report to CLIENT for review and comment.
- Meet with the CLIENT's Staff to receive comments and to discuss incorporation of the comments into the final study report.



- Final Report – Incorporate CLIENT comments into a final study report and submit one (1) pdf copy to the City including all computer modeling data according to the “CLOMR, No-rise & Fully Developed Flood Study Checklist”.

### **9.5 FEMA Conditional Letter of Map Revision (CLOMR)**

The approved Flood study, referenced above, will be the basis of CLOMR. Any deviations in design or construction from that study will require additional services and fees. The following task will be performed to support a CLOMR application submittal to FEMA:

#### **Hydraulic Analysis:**

The Flood Study proposed conditions FEMA model shall be used for the CLOMR submittal; therefore, no additional proposed conditions hydraulic modeling will be required.

- Utilize hydraulic modeling approved under flood study to compute revised existing and proposed water surface elevations using FEMA effective discharges.
- Compare against effective conditions results.
- Perform FEMA Floodway analysis to determine potential changes in floodway limits.
- Compile comparison tables, including but not limited to, a 100-year flood elevation comparison table and floodway comparison table.
- Delineate 100-year, 500-year, and regulatory floodway boundaries.
- Perform QAQC on the CLOMR package.

#### **Forms and Exhibits**

Complete the following forms, and include attachments and exhibits as required by FEMA:

- Form 1 - Overview and Concurrence Form
- Form 2 - Riverine Hydraulics and Hydrology Form
- Form 3 - Riverine Structures Form.
- Payment Information Form
- Compile comparison tables, including but not limited to, a 1-percent-annual-chance flood elevation (100-year) comparison table and floodway comparison table.
- Prepare FEMA required workmap showing existing and proposed topography, proposed site plan, existing and proposed floodplains, and floodway.
- Prepare a scaled revised DFIRM exhibit and annotate.

#### **Compliance with the Endangered Species Act (ESA)**

- Perform a desktop review of listed species and limited field work to confirm that no endangered species will be harmed.
- Apply for an Incidental Take Permit (ITP) from the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS) if necessary.
- Obtain a letter from the NMFS and the USFWS indicating their determination that the project is "not likely to adversely affect" any endangered species.



### **CLOMR Application Report**

- Update the Flood Study Report to a CLOMR Report package to be submitted to the City and FEMA.
- Submit and present the report to the City for review, approval, and signatures. This scope of work includes one (1) meeting with the City for the purpose of review and signature of the CLOMR report.
- Prepare documentation and notification letters to affected property owners.
- Digital CLOMR submittal to FEMA LOMC Depot via online submittal.
- Online FEMA fee for CLOMR review is \$6,500 (subject to change) as of July 2024 and is included in this scope and fee
- Coordination with the City during review.
- Coordination with FEMA during the review stage, modifications to analysis and report as required by FEMA.

## **PHASE 10 - SUBSURFACE UTILITY ENGINEERING (SUE)**

The CONSULTANT will perform Subsurface Utility Engineering (SUE) services for Pecan Creek Trail Segments 1, 3, and 4A in accordance with ASCE 38-22, Standard Guideline for Investigating and Documenting Existing Utilities. The SUE effort will include Quality Levels D, C, B, and A, as described below.

### **10.1 Quality Level D and C (Records Research and Surface Features)**

The CONSULTANT will conduct background research and field reconnaissance to identify existing utilities through:

- Review of utility records provided by owners and municipal departments
- Coordination with Texas One-Call
- Field identification of visible utility features such as manholes, valves, meters, hydrants, and pedestals

This information will be compiled and used to develop the initial utility base map. Utilities for which records or surface indicators are unavailable will be classified as unknown.

### **10.2 Quality Level B (Designating)**

The CONSULTANT will designate the approximate horizontal position of up to 19,000 linear feet of subsurface utilities using accepted surface geophysical methods. Work will include gas, telecommunications, electric, water, sanitary sewer, storm sewer, and traffic signal utilities where detectable.

Limitations:

- Irrigation lines and non-toneable utilities are excluded unless detectable in the field
- Overhead lines are not included as part of SUE designating

Designated utilities will be surveyed using project control established for the trail project.

### **10.3 Quality Level A (Test Holes / Locating)**

The CONSULTANT will perform Quality Level A test holes at locations determined after review of QL-B results. This effort will include up to sixteen (16) test holes distributed among Trail Segments 1, 3, and 4A.



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Each test hole will include:

- Vacuum excavation to expose the utility
- Measurement of size, material, configuration, and depth to top of utility
- Survey of horizontal and vertical position
- Backfilling with suitable material and restoring the surface

Pavement coring (up to 12 inches) is included if required. Full-depth pavement repair, subsurface rock excavation, or any work beyond 18 feet deep is excluded unless specifically authorized.

#### **10.4 Survey, Right-of-Entry, and Traffic Control**

- The CONSULTANT will survey all designating marks and test holes using project control provided for the project.
- Right-of-entry will be provided by the CLIENT for all public and private parcels where needed.
- Temporary traffic control consisting of cones and portable signage is included. Engineered traffic control plans, lane closures, flaggers, or message boards are excluded unless specifically authorized.

#### **Deliverables:**

The CONSULTANT will provide:

- CAD files depicting all QL-B, C & D designated utilities and QL-A test hole results
- Test hole summary table including coordinates, utility attributes, and depths
- Supporting documentation consistent with ASCE 38-22 requirements

All deliverables will be provided in AutoCAD and PDF formats.

## **PHASE 11 – BOUNDARY AND EASEMENT SUPPORT**

### **11.1 Easement Exhibits and Legal Descriptions**

The CONSULTANT will prepare up to fifteen (15) permanent easement exhibits and up to fifteen (15) temporary construction easement (TCE) exhibits, each with accompanying legal descriptions, for use by the CLIENT during property acquisition. An ownership and status table will be provided summarizing parcel numbers, owners of record, easement needs, and acquisition status as provided by CLIENT.

The CONSULTANT shall address one (1) round of CLIENT comments on the exhibits prior to providing finalized, signed and sealed exhibits.

#### **Deliverables:**

The CONSULTANT will provide:

- Digital Copy PDF of up to fifteen (15) signed and sealed permanent easement exhibits
- Digital Copy PDF of up to fifteen (15) signed and sealed temporary construction easement exhibits
- One (1) Digital Copy PDF of Ownership and Status Table



## **PHASE 12 – CONSTRUCTION ADMINISTRATION**

### **12.1 Construction Administration**

CONSULTANT will provide Construction Administration Services for the Pecan Creek Regional Trail for a duration of three (3) months. The three (3) month time period will begin at the kick-off meeting and will conclude after the duration of said time. Please see following tasks:

- Participate in one (1) pre-construction conference. Meeting notes will be prepared to record items discussed during this conference.
- Participate and attend one (1) Kick-off meeting. Meeting notes will be prepared to record items discussed during this meeting.
- Participate in up to three (3) monthly meetings and site visits during construction. Construction observation reports accompanied by construction progress photographs will be prepared for each site visit.
- Review requests for information (RFI's), shop drawings and submittals providing clarifications as required up to ten (10).
- Provide written responses, up to ten (10) to RFIs submitted by the Contractor in the form of Proposal Requests, Change Orders or Construction Change Directives.
- Prepare documentation for change orders up to three (3); if required. Hourly service.
- Participate in one (1) preliminary punch list of deficient items. (N/A)
- Participate in one (1) follow-up site visit to observe completion of punch list items.(N/A)
- Prepare final As-Recorded Drawings of Construction Plans as submitted by contractor to be incorporated in CADD standard format. Drawings to consist of 1 CADD file and 1 PDF document.

### **12.2 Accessibility Review**

- CONSULTANT will submit drawings and specifications to the Texas Department of Licensing and Regulation for review of accessibility. We will incorporate any comments received and make adjustments to the plans as needed.
- Site Review and Inspection fees payable to TDL&R will be paid and delivered with transmittal of the plans to TDL&R. Printing of plans and specifications and shipping will be reimbursable expenses as defined herein.

#### **Deliverables:**

The CONSULTANT will provide:

- Digital Copy PDF of meeting minutes, RFI's and Addendums
- Digital Copy PDF and CADD file of As-Recorded Drawings as provided by the Contractor.
- Digital Copy PDF Submission sets as required by TDL&R, record set for the CLIENT.



## ADDITIONAL SERVICES

Other additional services, not included in the Scope of Services, will be negotiated with the CLIENT as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as shown below. Items that are considered additional services include:

- Any service not specifically listed herein;
- Revisions to the horizontal alignment or vertical alignment requested by the City after the 60% design milestone;
- Trail and park improvements other than those listed in the scope of work;
- MEP Electrical Engineering design for lighting;
- Meetings or presentations not specified herein;
- Revisions to plans requested by the City after the plans are approved;
- Permit fees, filing fees, pro rated fees, impact fees, and taxes;
- Preparation of easement or right of way documents beyond the quantities included in the scope (additional permanent easements or TCEs);
- Right of Way Services including property acquisition, condemnation, appraisal, relocation or negotiations;
- Design of gas, telephone, or other utility improvements except as noted herein;
- Printing of drawings, specifications, and contract documents except as noted herein (digital submittals are included);
- Full time construction inspection and preparation of as built drawings;
- Certification that the work is built in accordance with plans and specifications (by City);
- Graphic products except as noted herein;
- Design of utilities or other improvements outside of the trail boundary or roadway rights of way (not in scope);
- Attendance or preparation for meetings and public hearings except as noted herein;
- Preparation of bid packages other than one original digital set;
- Quality control and material testing services during construction;
- Traffic engineering report or studies;
- Construction Administration Services, as noted above in Phase 12 is limited to three (3) months.
  - Construction Administration Services beyond 3 months, Construction staking, management or inspection; Design of off site facilities, pay application reviews are not included;
- Design of existing utility relocations or modifications beyond conflict resolution shown in plans;
- Design of water or wastewater systems or facilities;
- Design of storm water detention facilities; if it is determined during the Water Resources Services phase that design of detention facilities are needed, they can be provided for an additional fee to be negotiated at a later date;
- Design Survey for boundary and topography related to location of any storm water detention facilities; if it is determined during the Water Resources Services phase that survey for the location of detention facilities is needed, it can be provided for an additional fee to be negotiated at a later date;



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- Design or coordination of illumination, power, phone, and gas services.
- Illumination Study and Lighting Design
- Negotiations or agreements with adjacent property owners;
- CLIENT to confirm an approved Property Acquisition Map;
- Technical reports for the following items are excluded from this scope of services: noise, air quality, community impacts, indirect impacts, and cumulative impacts;
- Effort to obtain right of entry from public or private land owners to allow for the completion of environmental services; Threatened or endangered species surveys, preparation of a Biological Assessment under the Endangered Species Act, or formal consultation with USFWS;
- Preparation of a USACE Section 404 Individual Permit application (Nationwide Permit support only is assumed);
- Reconnaissance or intensive surveys for historic resources, evaluation of effects on sites determined eligible or listed on the NRHP, development of Section 106 mitigation plans, or Section 4(f) evaluations;
- Phase I Environmental Site Assessment per ASTM standards, or any sampling and laboratory analysis (e.g., hazardous materials sampling and analysis, asbestos surveys, lead based paint surveys).



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## Time for Completion

Halff Associates agrees to complete and submit all work required by the CLIENT under the Scope of Work within an estimated eighteen (18) months from the date of written authorization to proceed, excluding agency review durations and environmental permitting timelines. This schedule assumes concurrent City of Denton and TxDOT review periods at schematic and construction document deliverable milestones, as well as concurrent progress by the CONSULTANT's hydraulics and hydrology, environmental, and TxDOT Local Government Project (LGP) coordination teams.

TxDOT environmental review and approval is anticipated to require approximately six (6) to eight (8) months and is assumed to be completed prior to the ninety percent (90%) Construction Documents submittal. FEMA Conditional Letter of Map Revision (CLOMR) review is anticipated to require approximately four (4) to six (6) months and is assumed to be completed prior to the one hundred percent (100%) Final Construction Documents submittal.

The timeframe may be extended or suspended due to delays in agency or franchise utility reviews, environmental approvals, or other matters beyond the control of the Engineer or Landscape Architect, with the mutual written consent of both parties.

Milestones include:

<u>Task</u>	<u>Duration</u>
Survey and Geotechnical Investigation	6 weeks
Schematic Verification	8 weeks
Design Development Documents (60%)	16 weeks
Construction Documents (90%)	16 weeks
Final Construction Documents (100%)	12 weeks
<u>Bidding Support and Coordination</u>	<u>8 weeks</u>
<b>TOTAL</b>	<b>76 weeks</b>



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**ATTACHMENT 'B'**  
**Basis of Compensation**  
**Landscape Architecture and Engineering Design Services for**  
**The Pecan Creek Regional Trail – Segments 1, 3 & 4A**  
**Denton, Texas**

The basis of compensation for the services is **Lump Sum** and shall be as follows:

<b>Phase</b>	<b>Task</b>	<b>Name</b>		
		<b>BASIC SERVICES</b>		
<b>01</b>		<b>PROJECT MANAGEMENT</b>	<b>\$</b>	<b>133,000.00</b>
	1	Internal Team Meetings		
	2	Predevelopment Program Meeting		
	3	Trail Design Review Meeting		
	4	Advanced Agency Coordination Meetings		
	5	Monthly Project Coordination Meetings		
	6	Design Submittal Review Meetings		
	7	Stakeholder Meetings		
	8	Monthly Progress Reporting		
	9	Invoicing		
<b>02</b>		<b>DATA COLLECTION BASE MAP PREPARATION</b>	<b>\$</b>	<b>301,000.00</b>
	1	Field Walks and Spot Staking		
	2	Design Survey		
	3	Base Mapping		
	4	QA/QC Design Review		
<b>03</b>		<b>30% SCHEMATIC VERIFICATION</b>	<b>\$</b>	<b>19,500.00</b>
	1	Discipline Check		
	2	Targeted Updates		
	3	OPCC		
	4	QA/QC Design Review		
<b>04</b>		<b>60% AND 90% CONSTRUCTION DOCUMENTS</b>	<b>\$</b>	<b>577,500.00</b>
	1	Landscape Architecture		
	2	Civil Engineering		
	3	Structural Engineering		
	4	OPCC		
	5	Specifications		
	6	LGPP and TxDOT		
	7	QA/QC Design Review		
<b>5</b>		<b>FINAL CONSTRUCTION DOCUMENTS</b>	<b>\$</b>	<b>269,500.00</b>
	1	Landscape Architecture		
	2	Civil Engineering		
	3	Structural Engineering		



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4	OPCC		
5	Specifications		
6	LGPP and TxDOT		
7	QA/QC Design Review		
8	Client Final Review		
<b>06</b>	<b>BIDDING SERVICES</b>	<b>\$</b>	<b>23,000.00</b>
	<b>TOTAL BASE SERVICES</b>	<b>\$</b>	<b>1,323,500.00</b>
	<b>SPECIAL SERVICES TO BE PROVIDED</b>		
<b>07</b>	<b>GEOTECHNICAL INVESTIGATION</b>	<b>\$</b>	<b>95,000.00</b>
<b>08</b>	<b>ENVIRONMENTAL SERVICES</b>	<b>\$</b>	<b>167,900.00</b>
	1 Project Management and Communication		
	2 Categorical Exclusion (CE)		
	3 USACE Permitting		
<b>09</b>	<b>WATER RESOURCES</b>	<b>\$</b>	<b>250,000.00</b>
	1 Project Management and Communication		
	2 Data Collection and Terrain Generation		
	3 Hydrology		
	4 Floodplain Analysis and Downstream Assessment		\$140,000.00
	5 FEMA Conditional Letter of Map Revision (CLOMR)		\$80,000.00
<b>10</b>	<b>SUBSURFACE UTILITY ENGINEERING (SUE)</b>	<b>\$</b>	<b>95,000.00</b>
<b>11</b>	<b>BOUNDARY AND EASEMENT SUPPORT</b>	<b>\$</b>	<b>99,000.00</b>
<b>12</b>	<b>CONSTRUCTION ADMINISTRATION</b>	<b>\$</b>	<b>49,000.00</b>
	1 Construction Administration Services (3 months)		\$32,000
	2 As-Recorded Drawings		\$10,500
	3 TDLR Review/Inspection		\$6,500
	<b>TOTAL SPECIAL SERVICES</b>	<b>\$</b>	<b>755,900.00</b>
	Estimated Included Reimbursable Expenses		\$18,000.00
	<b>GRAND TOTAL</b>	<b>\$</b>	<b>2,079,400.00</b>

*The estimated fees established above, shall be considered lump sum. The fees will not be exceeded without prior approval from the client. Costs incurred will be carefully monitored during the progress of this project. Our services will be invoiced monthly, based on the work completed. Direct costs including printing and reproduction, postage, messenger service, and travel will be considered reimbursable.*



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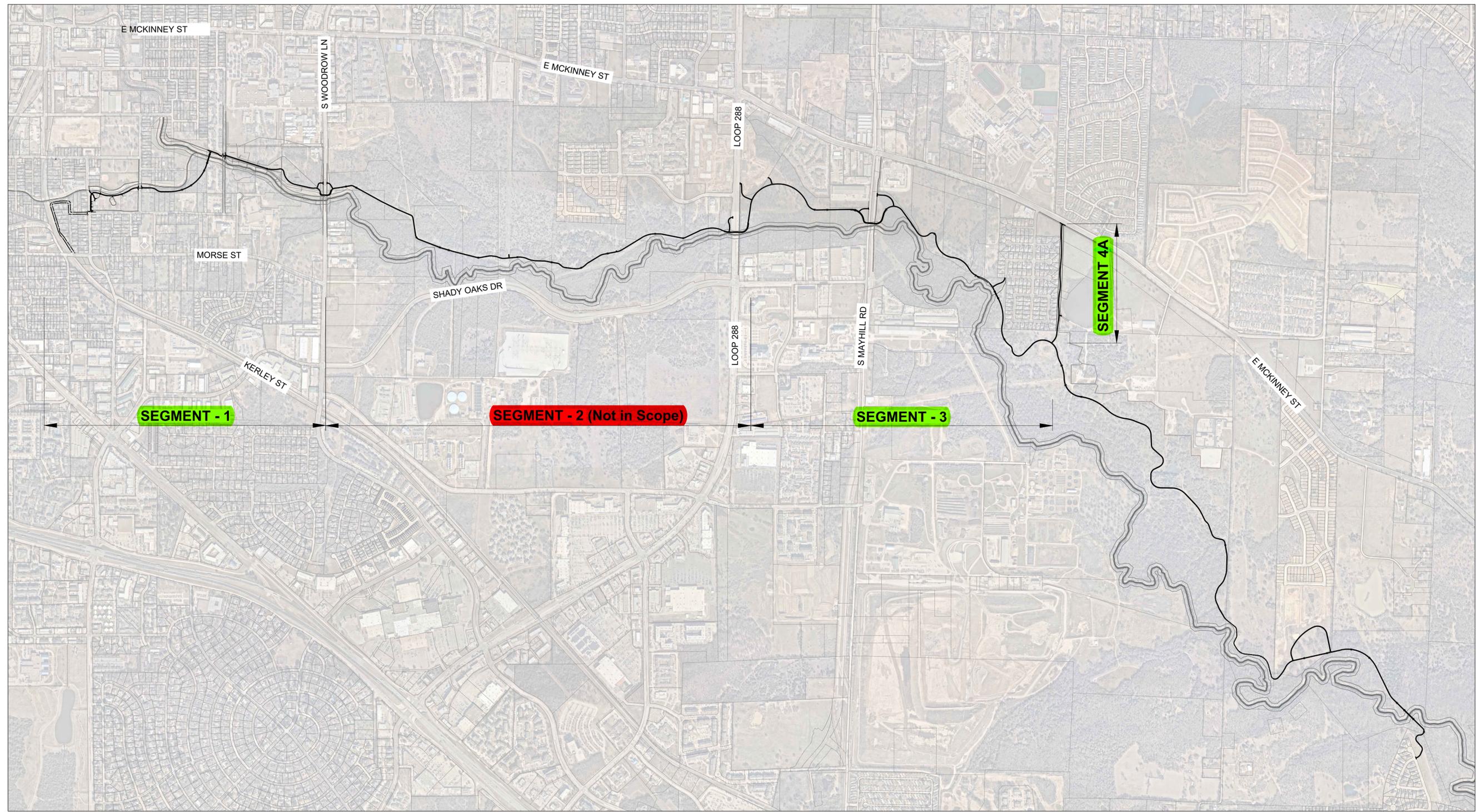
## APPENDIX

**Exhibit 'A' – Project Map**

**Exhibit 'B' – LG Plans Submittal Checklist**

**Exhibit 'C' – FPAA/SLOA Construction Requirements**

FILE NAME: \\chcepclus01\archive\EA\VAL\T02\download\ah4341\@half.com-046556-001-2\ef15af-a2b-a052-9367-43775816683f\CADD\Sheets\CHL0.00-22x34.dwg DATE: June 25, 2024, TIME: 10:41 AM, USER: ah4341, AVO: XXXXX



DENTON PECAN CREEK  
TRAIL SYSTEMS  
Denton, TX

1201 NORTH BOWSER ROAD  
RICHARDSON, TEXAS 75081-1275  
TEL: (214) 346-6200

REVISION NO.	DATE	DESCRIPTION

**PRELIMINARY**  
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

JOE D. BUCHANAN 2570  
NAME R.L.A. NO.  
DATE SDATES

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY:

JOE D. BUCHANAN  
R.L.A. NO. # 2570 ON 6/5/2023.

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

THE RECORD COPY OF THIS DRAWING IS ON FILE AT THE OFFICES OF:

HALFF ASSOCIATES, INC.  
1201 NORTH BOWSER ROAD  
RICHARDSON, TEXAS 75081  
TPELS ENGINEERING FIRM #F-312

PROJECT NO.:	46556
ISSUED:	-
DRAWN BY:	PK
CHECKED BY:	JDB
SCALE:	AS SHOWN
SHEET TITLE	OVERALL SHEET INDEX PLAN
L0.01	



# **TxDOT - DALLAS DISTRICT LG PLANS SUBMITTAL CHECKLIST**

All documents listed under each submittal are required and must be included before TxDOT can review.  
**\*\*\*\* PLEASE INCLUDE 4 WEEKS OF TXDOT REVIEW TIME FOR EACH SUBMITTAL\*\***

## **Preliminary Bridge Layout Review (PBLR)**

\*\*\*All Federally Funded projects consisting of bridges or bridge class culverts require PBLR review\*\*\*

- BRIDGE LAYOUTS
- PLAN AND PROFILE
- CROSS SECTIONS
- H&H FILES
- FORM 1002 (FLAT PDF REQUIRED)

## **SCHEMATIC**

\*\*\*All trail and reconstruction projects will require a schematic\*\*\*  
\*\*\*Must include horizontal and vertical alignment data\*\*\*

- PLAN SET
- OPINION OF PROBABLE CONSTRUCTION COST
- FORM 1002 (FLAT PDF REQUIRED)
- DESIGN WAIVER/EXCEPTION REQUESTS

## **30% SUBMITTAL**

- PLAN SET (STANDARDS NOT INCLUDED, ONLY LISTED ON THE INDEX)
- OPINION OF PROBABLE CONSTRUCTION COST
- FORM 1002 (FLAT PDF REQUIRED)
- FORM 2443 (FLAT PDF REQUIRED)
- DESIGN WAIVER/EXCEPTION REQUESTS

## **60% SUBMITTAL**

- PLAN SET (STANDARDS MUST BE INCLUDED)
- GENERAL NOTES
- OPINION OF PROBABLE CONSTRUCTION COST
- FORM 1002 (FLAT PDF REQUIRED)
- FORM 2443 (FLAT PDF REQUIRED)



# **TxDOT - DALLAS DISTRICT**

## **LG PLANS SUBMITTAL CHECKLIST**

All documents listed under each submittal are required and must be included before TxDOT can review.

**\*\*\* PLEASE INCLUDE 4 WEEKS OF TXDOT REVIEW TIME FOR EACH SUBMITTAL \*\*\***

### **95% SUBMITTAL**

- PLAN SET (STANDARDS MUST BE INCLUDED)
- CROSS SECTIONS
- GENERAL NOTES
- OPINION OF PROBABLE CONSTRUCTION COST
- FORM 1002 (FLAT PDF REQUIRED W/ PG 3 SIGNED BY TXDOT)
- FORM 2443 (FLAT PDF REQUIRED)
- FORM 2229 (FLAT PDF REQUIRED)
- TDLR REGISTRATION DOCUMENTATION
- CONSTRUCTION SCHEDULE
- DRAFT BID DOCUMENT/PROJECT MANUAL
- LGP CHECKLIST WITH FULLY FILLED OUT SECTION 7.6

### **100% SUBMITTAL**

- SIGNED AND SEALED APPROVED PLAN SET
- CROSS SECTIONS
- APPROVED SCHEMATIC (IF APPLICABLE)
- ENVIRONMENTAL CLEARANCE EMAIL
- OPINION OF PROBABLE CONSTRUCTION COST
- FORM 1002 (FLAT PDF REQUIRED W/ PG 3 SIGNED BY TXDOT)
- FORM 2443 (FLAT PDF REQUIRED)
- FORM 2229 (FLAT PDF REQUIRED)
- TDLR REGISTRATION DOCUMENTATION
- SIGNED CLEARANCE CERTIFICATES
- CONSTRUCTION END DATE (SIGNED PDF)
- CONSTRUCTION SUMMARY ESTIMATE (KEEP THIS A FILLABLE PDF)
- CONSTRUCTION SCHEDULE (SIGNED AND DATED)
- FINAL BID DOCUMENT/PROJECT MANUAL
- LGP CHECKLIST WITH FULLY FILLED OUT SECTION
- CHECK FROM THE LG TO TXDOT (DIRECT STATE COSTS FROM AFA ATTACHMENT)

**\*\*\* PLEASE INCLUDE 4 WEEKS OF TXDOT REVIEW TIME FOR EACH SUBMITTAL \*\*\***

## To request the FPAA/SLOA for construction we need:

- 1) 100% Plans approved by TxDOT (PS&E review complete)
- 2) Approved schematic (if applicable)
- 3) Environmental Clearance Email
- 4) Signed title sheet (signed by the LG and Consultant)
- 5) Signed clearance certifications
- 6) CST Performance End Date Form (PDF and signed)
- 7) Construction Summary Estimate (please keep this form a fillable PDF)
- 8) OPCC with no contingency shown
- 9) Construction schedule (signed and dated)
- 10) LGP Checklist Section 7.6 fully filled out with page number references and LG certification
- 11) Check from the LG to TxDOT (Direct State Cost for Construction, second payment from the AFA Attachment C)

**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.**

Halff Associates, Inc.

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

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

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

Lenny Hughes

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

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

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

Yes  No

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

Yes  No

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

Yes  No

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

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

**5** DocuSigned by:

*Lenny Hughes*

3/2/2026

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 3<sup>rd</sup> degree of affinity (marriage) or consanguinity (blood or adoption)

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

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

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

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

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

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

## Certificate Of Completion

Envelope Id: EEC5BF00-8CFE-43D4-86E8-0CF0E391A681

Status: Sent

Subject: Please DocuSign: City Council Contract 8596-003 Pecan Creek Regional Trails

Source Envelope:

Document Pages: 60

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

cori.power@cityofdenton.com

IP Address: 198.49.140.104

## Record Tracking

Status: Original

Holder: Cori Power

Location: DocuSign

2/20/2026 8:42:40 AM

cori.power@cityofdenton.com

## Signer Events

## Signature

## Timestamp

Cori Power

**Completed**

Sent: 2/20/2026 8:50:17 AM

cori.power@cityofdenton.com

Viewed: 2/20/2026 8:50:41 AM

Purchasing Supervisor

Signed: 2/20/2026 8:51:07 AM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Cori Power

**Completed**

Sent: 2/20/2026 8:53:17 AM

cori.power@cityofdenton.com

Viewed: 2/20/2026 8:53:58 AM

Purchasing Supervisor

Signed: 2/20/2026 8:54:04 AM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

Initial

Sent: 2/20/2026 8:51:10 AM

lori.hewell@cityofdenton.com

Viewed: 2/20/2026 10:55:49 AM

Purchasing Manager

Signed: 2/20/2026 11:09:02 AM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.10

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Leah Bush

Signed by:  
  
2A936B08B5D7485...

Sent: 2/20/2026 11:09:06 AM

leah.bush@cityofdenton.com

Viewed: 2/20/2026 1:04:52 PM

Security Level: Email, Account Authentication (None)

Signed: 2/20/2026 2:19:34 PM

Signature Adoption: Pre-selected Style

Using IP Address: 63.196.246.37

### Electronic Record and Signature Disclosure:

Accepted: 2/20/2026 1:04:52 PM

ID: a88fc2dc-becf-4c56-8371-0192acd3c55d

Signer Events	Signature	Timestamp
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Lenny Hughes  
lhughes@half.com  
Vice President  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Lenny Hughes*  
977210D913424D3...  
Signature Adoption: Pre-selected Style  
Using IP Address: 199.87.249.19

Sent: 2/20/2026 2:19:38 PM  
Resent: 2/24/2026 10:18:04 AM  
Viewed: 3/2/2026 9:27:13 AM  
Signed: 3/2/2026 9:32:52 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 3/2/2026 9:27:13 AM  
ID: 07c9cd0e-d245-45a0-8f86-d45eed26eb4e

Seth Garcia  
Seth.Garcia@cityofdenton.com  
Director of Capital Projects  
Security Level: Email, Account Authentication (None)

Signed by:  
*Seth Garcia*  
A13701F6BC954FC...  
Signature Adoption: Pre-selected Style  
Using IP Address: 198.49.140.10

Sent: 3/2/2026 9:32:57 AM  
Viewed: 3/2/2026 10:05:35 AM  
Signed: 3/2/2026 10:06:02 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 3/2/2026 10:05:35 AM  
ID: 8ff2b40d-4ac0-4a16-b2d1-5d334d4df28f

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

Sent: 3/2/2026 10:06:06 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

Ingrid Rex  
Ingrid.Rex@cityofdenton.com  
Security Level: Email, Account Authentication (None)

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

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 2/20/2026 8:51:10 AM

Gretna Jones  
gretna.jones@cityofdenton.com  
Legal Secretary  
City of Denton  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 3/2/2026 10:06:06 AM  
Viewed: 3/3/2026 9:25:36 AM

City Secretary Office  
citysecretary@cityofdenton.com  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Robin Davis  
Robin.Davis@cityofdenton.com  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 2/10/2026 2:05:48 PM  
ID: b2f0a278-8e2d-4050-946c-209a7b198e99

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/20/2026 8:50:17 AM
Envelope Updated	Security Checked	2/20/2026 8:53:16 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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

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

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

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, 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"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

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

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

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

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