

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND HDR ENGINEERING, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON FEBRUARY 12, 2019, IN THE NOT-TO-EXCEED AMOUNT OF \$3,342,509.00; AMENDED BY AMENDMENT 1 APPROVED BY PURCHASING; SAID SECOND AMENDMENT TO PROVIDE FOR THE ADDITIONAL DESIGN SERVICES OF HICKORY CREEK ROAD PHASE 3 REALIGNMENT STREET IMPROVEMENT PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 6590-049 – PROVIDING FOR AN ADDITIONAL SECOND AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$154,772.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$3,547,231.00).

WHEREAS, on February 12, 2019, the City Council awarded a contract to HDR Engineering, Inc. in the amount of \$3,342,509.00, for the Hickory Creek Road Realignment street improvement project; and

WHEREAS, on October 4, 2021, Purchasing awarded a First Amendment to HDR Engineering, Inc. in the amount of \$49,950.00, to provide design services for the Ryan Road Widening Project for the Capital Projects Department; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Second Amendment, increasing the amount of the contract between the City and HDR Engineering, Inc., which is on file in the office of the Purchasing Agent, in the amount of One Hundred Fifty-Four Thousand Seven Hundred Seventy-Two and 0/100 (\$154,772.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$3,547,231.00.

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

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

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

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

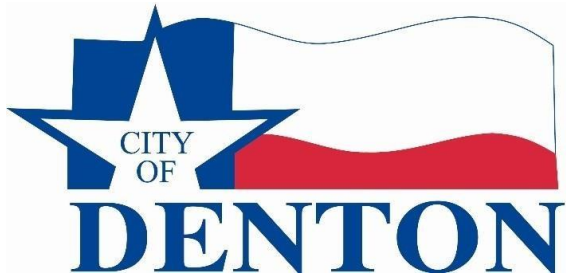
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



Docusign City Council Transmittal Coversheet

PSA	6590-049
File Name	Hickory Creek Rd Design Amendment #2
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND HDR ENGINEERING, INC.
PSA 6590-049**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SECOND AMENDMENT TO CONTRACT 6590-049 (“Amendment”) by and between the City of Denton, Texas (“City”) and HDR Engineering, Inc. (“Engineer”); to that certain contract executed on February 15, 2019, in the original not-to-exceed amount of \$3,342,509 (the “Original Agreement”); amended on October 4, 2021 in the additional amount of \$49,950 aggregating a not-to-exceed amount of \$3,392,459 (the “First Amendment”) (collectively, the Original Agreement and the First Amendment are the “Agreement”) for services related to the design of the Hickory Creek Road Project.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$154,772.00 with this Amendment for an aggregate not-to-exceed amount of \$3,547,231; and

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

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

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the Hickory Creek Road, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$154,772.00.
2. This Amendment modifies the Agreement amount to provide an additional \$154,772.00 for the additional services with a revised aggregate not to exceed total of \$3,547,231.

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

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

“Engineer”

HDR ENGINEERING, INC.

Signed by:
By: Lucas D. Bathurst, PE President
993B5D43B5644AF
AUTHORIZED SIGNATURE, TITLE

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: DocuSigned by:
Marcella Lunn
4B070831B4AA438...

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

ATTEST:
LAUREN THODEN, CITY SECRETARY

By: _____

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

Signed by:
Seth Garcia Seth Garcia
12701F6B9954F9
SIGNATURE PRINTED NAME

Interim Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

EXHIBIT A

SCOPE OF SERVICES

SUPPLEMENTAL WORK TO PSA 6590-049, ORDINANCE 19-351

Drainage design, Utility coordination, Roadway design, and Construction Phase services

SCOPE ASSUMPTIONS:

- B. Drainage design enhancements
- G. Utility relocation and coordination
- J. Roadway design enhancements
- K. Construction Phase services

SCOPE SUMMARY

This supplemental agreement includes additional services to update the final designs per City recommendations and construction phase services for Hickory Creek Road from Riverpass Drive to the Country Club (FM 1830) intersection located in Denton, Texas. Design changes include but are not limited to the relocation of Glacier Way, Bridge rail updates, drainage updates due to relocations and ongoing development, and additional RFI reviews.

B. DRAINAGE DESIGN

This supplemental includes additional scope for drainage adjustments to avoid impacts to a development that started construction while Hickory Creek construction was paused. These scoped changes include:

- a. Modify rock riprap at Storm D outfall – drainage and roadway sheets
- b. Adjustments to driveway pipes and ditch profile – drainage sheets, roadway sheets and cross sections
- c. Adjustments to D7 proposed pipe
- d. Adjustments to Storm C and D involving junction box and outfall
- e. CLOMR documentation review and assessment including finalized signed/sealed memo showing no-rise, CLOMR not required

- f. Address up to three (3) additional drainage cost savings measures with no more than ten (10) addendum sheets in total.

Task Deliverables

- Addendum to plan set including adjustments on sheets and upload to Procore
- Final signed sealed no-rise documentation

G. UTILITY COORDINATION

This supplemental includes additional scope for utility coordination to finalize relocation and design coordination between various utility owners due to project delays and utility owner delays. These scoped items include:

- a. Coordination with City and developers on water line placement for Parkside development
- b. Coordination with Atmos energy on proposed gas line along northern project limits east of CPKC railroad
- c. Coordination with City and major gas lines (including Enlink, Energy Transfer and Eagleridge) to assist in relocation design and utility agreement development
- d. Updates to utility conflict matrix

Task Deliverables

- Final Utility Conflict Matrix
- Utility Coordination meetings

J. PLANS SPECIFICATION AND ESTIMATE (PS&E)

This supplemental includes updates to PS&E design including accommodating recently updated Parkside development design with reconfigured access street, Glacier Way (formerly known as Lakeside Rd in earlier design submittals). With the shift in the proposed road for this development, the Hickory Creek plans will be redesigned to connect with the new development planned for the east side of the bridge. Design updates will include:

- a. Geometric design including Alignment, vertical profile and typical section
- b. Roadway paving limits including median, curbs, curb offsets and curb returns
- c. Quantities and quantity summaries
- d. Addendum sheet development
- e. Drainage design adjustments focused on new limits of Glacier way, including outfall under the side street and drop inlet for surface water capture
- f. Driveway rail updates per City as a cost saving measure
- g. Address up to three (3) additional PS&E cost savings measures with no more than ten (10) addendum sheets in total.
- h. Site visits (assume up to 5 with two attendees each)
- i. Invoicing and progress reports for project schedule extension (up to 18 months)

Task Deliverable

- Addendum to plan set including adjustments to sheets and loading to Procore
- Coordination meetings

K. CONSTRUCTION PHASE SERVICES

This supplemental includes additional scope for construction phase services including RFI and submittal reviews as follows:

- a) Submittal review or Request for Information for less than 10 sheets (up to 10 submittals)
- b) Submittal review or Request for Information for greater than 10 sheets, but less than 100 sheets (up to 5 submittals)

Task Deliverable

- Submittal review and responses uploaded to Procore
- Correspondence with City of Denton and Contractor as needed

Summary of Tasks - Supplemental Work Authorization #7

Task	Design Fee
<u>B. DRAINAGE DESIGN</u>	\$ 36,394.00
<u>G. UTILITY COORDINATION</u>	\$ 21,490.00
<u>J. PLANS SPECIFICATION AND ESTIMATE (PS&E)</u>	\$ 52,888.00
<u>K. CONSTRUCTION PHASE SERVICES</u>	\$ 44,000.00
Total Supplemental Summary	\$ 154,772.00

City of Denton - Hickory Creek
Manhour / Fee Estimate - HDR
Supplemental Work Authorization #7

TASK		DESCRIPTION	Project Principal	Project Manager	Senior Bridge Engineer	Bridge Project Engineer	Project Engineer	EIT	ADMIN	TOTAL	TOTAL(Per Task)
			\$320.00	\$255.00	\$300.00	\$200.00	\$180.00	\$127.00	\$105.00		
B		DRAINAGE DESIGN									
	a	Storm D Outfall		2			12	12		26	\$4,194
	b	Driveway / Ditch profiles		2			8	8		18	\$2,966
	c	D7 pipe adjustments		2			12	12		26	\$4,194
	d	Storm C and junction with Storm D		2			12	12		26	\$4,194
	e	CLOMR documentation		2			8	8		18	\$2,966
	f	Additional cost savings measures		8	10	10	32	40		100	\$17,880
		TOTAL	0	18	10	10	84	92	0	214	\$36,394
TOTAL COSTS (excluding Direct Expense)			\$ -	\$ 4,590.00	\$ 3,000.00	\$ 2,000.00	\$ 15,120.00	\$ 11,684.00	\$ -		

DIRECT EXPENSES	Direct Cost	Contract Rate	Unit			Quantity	Amount
	Standard Postage	0.49	Each				\$0.00
	Meals	\$20	Each				\$0.00
	Toll Charges	\$4.00	Each				\$0.00
	Mylar Plots (11"x17")	\$2.00	Sheet				\$0.00
	Large format printing	\$2.00	SF				\$0.00
	8 1/2"x11" B/W Paper Copies	\$0.10	Sheet				\$0.00
	8 1/2"x11' Color Paper Copies	\$0.50	Sheet				\$0.00
	Plane Flight (round trip)	\$700.00	EA				\$0.00
	Photocopies B/W (11"x17")	\$0.20	Sheet				\$0.00
	Photocopies Color (11"x17")	\$1.00	Each				\$0.00
	Roadway Tube (per counter/24 Hours)	\$130.00	each/day				\$0.00
	Mileage - Meetings,Field Visits & Travel Time Runs etc.	\$0.670	Per Mile				\$0.000
	SUB-TOTAL DIRECT COST						\$0.00
	SUB-TOTAL DIRECT COST (SUB-CONSULTANTS) (GEOTECH)						
	SUB-TOTAL LABOR						\$0.00
	TOTAL COST						\$0.00

City of Denton - Hickory Creek
Manhour / Fee Estimate - HDR
Supplemental Work Authorization #7

TASK		DESCRIPTION	Project Principal	Project Manager	Senior Bridge Engineer	Bridge Project Engineer	Project Engineer	EIT	ADMIN	TOTAL	TOTAL(Per Task)
			\$320.00	\$255.00	\$300.00	\$200.00	\$180.00	\$127.00	\$105.00		
G		UTILITY COORDINATION									
	a	Parkside development coordination					15	20		35	\$5,240
	b	Atmos coordination					15	20		35	\$5,240
	c	Gas transmission coordination					20	20		40	\$6,140
	d	Utility Conflict Matrix					20	10		30	\$4,870
		TOTAL	0	0	0	0	70	70	0	140	\$21,490
TOTAL COSTS (excluding Direct Expense)			\$ -	\$ -	\$ -	\$ -	\$ 12,600.00	\$ 8,890.00	\$ -		

DIRECT EXPENSES	Direct Cost	Contract Rate	Unit			Quantity	Amount
	Standard Postage	0.49	Each				\$0.00
	Meals	\$20	Each				\$0.00
	Toll Charges	\$4.00	Each				\$0.00
	Mylar Plots (11"x17")	\$2.00	Sheet				\$0.00
	Large format printing	\$2.00	SF				\$0.00
	8 1/2"x11" B/W Paper Copies	\$0.10	Sheet				\$0.00
	8 1/2"x11" Color Paper Copies	\$0.50	Sheet				\$0.00
	Plane Flight (round trip)	\$700.00	EA				\$0.00
	Photocopies B/W (11"x17")	\$0.20	Sheet				\$0.00
	Photocopies Color (11"x17")	\$1.00	Each				\$0.00
	Roadway Tube (per counter/24 Hours)	\$130.00	each/day				\$0.00
	Mileage - Meetings,Field Visits & Travel Time Runs etc.	\$0.670	Per Mile				\$0.000
	SUB-TOTAL DIRECT COST						\$0.00
	SUB-TOTAL DIRECT COST (SUB-CONSULTANTS) (GEOTECH)						
	SUB-TOTAL LABOR						\$0.00
	TOTAL COST						\$0.00

City of Denton - Hickory Creek
Manhour / Fee Estimate - HDR
Supplemental Work Authorization #7

TASK		DESCRIPTION	Project Principal	Project Manager	Senior Bridge Engineer	Bridge Project Engineer	Project Engineer	EIT	ADMIN	TOTAL	TOTAL(Per Task)
			\$320.00	\$255.00	\$300.00	\$200.00	\$180.00	\$127.00	\$105.00		
J		PLANS SPECIFICATION AND ESTIMATE (PS&E)									
	a	Geometric Design		2			8	16		26	\$3,982
	b	Roadway Paving		2			8	16		26	\$3,982
	c	Quantities and Quantity Summary		2			8	8		18	\$2,966
	d	Sheet Development		2			8	8		18	\$2,966
	e	Drainage inlet updates		2			8	8		18	\$2,966
	f	Driveway rail		2			8	8		18	\$2,966
	g	Additional cost savings measures		8	10	10	32	40		100	\$17,880
	h	Site Visit (up to five)		20			20			40	\$8,700
	i	Invoicing and Progress Reports		18					18	36	\$6,480
		TOTAL	0	58	10	10	100	104	18	300	\$52,888
TOTAL COSTS (excluding Direct Expense)			\$ -	\$ 14,790.00	\$ 3,000.00	\$ 2,000.00	\$ 18,000.00	\$ 13,208.00	\$ 1,890.00		

DIRECT EXPENSES	Direct Cost	Contract Rate	Unit			Quantity	Amount
	Standard Postage	0.49	Each				\$0.00
	Meals	\$20	Each				\$0.00
	Toll Charges	\$4.00	Each				\$0.00
	Mylar Plots (11"x17")	\$2.00	Sheet				\$0.00
	Large format printing	\$2.00	SF				\$0.00
	8 1/2"x11" B/W Paper Copies	\$0.10	Sheet			50	\$5.00
	8 1/2"x11' Color Paper Copies	\$0.50	Sheet			50	\$25.00
	Plane Flight (round trip)	\$700.00	EA				\$0.00
	Photocopies B/W (11"x17")	\$0.20	Sheet				\$0.00
	Photocopies Color (11"x17")	\$1.00	Each				\$0.00
	Roadway Tube (per counter/24 Hours)	\$130.00	each/day				\$0.00
	Mileage - Meetings,Field Visits & Travel Time Runs etc.	\$0.670	Per Mile			500	\$335.000
	SUB-TOTAL DIRECT COST						\$365.00
	SUB-TOTAL DIRECT COST (SUB-CONSULTANTS) (GEOTECH)						
	SUB-TOTAL LABOR						\$0.00
	TOTAL COST						\$365.00

City of Denton - Hickory Creek
Manhour / Fee Estimate - HDR
Supplemental Work Authorization #7

TASK		DESCRIPTION	Project Principal	Project Manager	Senior Bridge Engineer	Bridge Project Engineer	Project Engineer	EIT	ADMIN	TOTAL	TOTAL(Per Task)
			\$320.00	\$255.00	\$300.00	\$200.00	\$180.00	\$127.00	\$105.00		
K		CONSTRUCTION PHASE SERVICES									
	a	10 Submittal Reviews/RFIs less than 10 sheets		27		20	10	20		77	\$15,225
	b	5 Submittal Reviews/RFIs greater than 10 sheets, less than 100 sheets		37	10	60	10	20		137	\$28,775
		TOTAL	0	64	10	80	20	40	0	214	\$44,000
TOTAL COSTS (excluding Direct Expense)			\$ -	\$ 16,320.00	\$ 3,000.00	\$ 16,000.00	\$ 3,600.00	\$ 5,080.00	\$ -		

DIRECT EXPENSES	Direct Cost	Contract Rate	Unit			Quantity	Amount
	Standard Postage	0.49	Each				\$0.00
	Meals	\$20	Each				\$0.00
	Toll Charges	\$4.00	Each				\$0.00
	Mylar Plots (11"x17")	\$2.00	Sheet				\$0.00
	Large format printing	\$2.00	SF				\$0.00
	8 1/2"x11" B/W Paper Copies	\$0.10	Sheet				\$0.00
	8 1/2"x11" Color Paper Copies	\$0.50	Sheet				\$0.00
	Plane Flight (round trip)	\$700.00	EA				\$0.00
	Photocopies B/W (11"x17")	\$0.20	Sheet				\$0.00
	Photocopies Color (11"x17")	\$1.00	Each				\$0.00
	Roadway Tube (per counter/24 Hours)	\$130.00	each/day				\$0.00
	Mileage - Meetings,Field Visits & Travel Time Runs etc.	\$0.670	Per Mile				\$0.000
	SUB-TOTAL DIRECT COST						\$0.00
	SUB-TOTAL DIRECT COST (SUB-CONSULTANTS) (GEOTECH)						
	SUB-TOTAL LABOR						\$0.00
	TOTAL COST						\$0.00

Estimate - HDR
Supplemental Work Authorization #7
Proposed Rate Adjustments

Resource	2.86	Project Principal	Project Manager	Senior Bridge Engineer	Bridge Project Engineer	Project Engineer	EIT	ADMIN
		Karan K	Shane W	Cory S	Monica O	Brian V	Henry B	Dorinda G
	2019 Rates (loaded)	\$ 300.00	\$ 250.00	\$ 270.00	\$ 170.00	\$ 150.00	\$ 100.00	\$ 85.00
	4% Escalated (5yr)	\$ 360.00	\$ 300.00	\$ 324.00	\$ 204.00	\$ 180.00	\$ 120.00	\$ 102.00
	2025 Rates (raw)	\$ 140.00	\$ 88.63	\$ 108.86	\$ 69.59	\$ 63.20	\$ 46.60	\$ 46.20
	2025 Rates (loaded)	\$ 400.40	\$ 253.48	\$ 311.34	\$ 199.03	\$ 180.75	\$ 133.28	\$ 132.13
	Suggested Rate	\$ 320.00	\$ 255.00	\$ 300.00	\$ 200.00	\$ 180.00	\$ 127.00	\$ 105.00

ID	Task Name	Duration	Start	Finish	Half 2, 2025												Half 1, 2026					Half 2, 2026					Half 1, 2027							
					D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D					
1	Hickory Creek Road Realigment	2038 days	Wed 1/2/19	Tue 11/24/26																														
2																																		
10																																		
23																																		
33																																		
46																																		
70																																		
99																																		
103																																		
106																																		
121																																		
158																																		
196	SWA7 NTP	0 days	Wed 1/1/25	Wed 1/1/25																														
197	Drainage Design Enhancements	135 days	Wed 1/1/25	Tue 7/8/25																														
198	Storm D outfall	45 days	Wed 1/1/25	Tue 3/4/25																														
199	Driveway pipes and Ditch profiles	45 days	Wed 1/1/25	Tue 3/4/25																														
200	D7 proposed pipe	45 days	Wed 1/1/25	Tue 3/4/25																														
201	Storm C and Storm D junction	45 days	Wed 1/1/25	Tue 3/4/25																														
202	CLOMR Documentation	25 days	Wed 1/1/25	Tue 2/4/25																														
203	Cost Savings Measures	90 days	Wed 3/5/25	Tue 7/8/25																														
204	Utility Coordination	420 days	Wed 1/1/25	Tue 8/11/26																														
205	Water Line	30 days	Wed 1/1/25	Tue 2/11/25																														
206	Atmos Energy	100 days	Wed 1/1/25	Tue 5/20/25																														
207	Gas Lines	200 days	Wed 1/1/25	Tue 10/7/25																														
208	Utility Conflict Matrix	420 days	Wed 1/1/25	Tue 8/11/26																														
209	Plans Specifications and Estimate (PS&E)	420 days	Wed 1/1/25	Tue 8/11/26																														
210	Geometrics	70 days	Wed 1/1/25	Tue 4/8/25																														
211	Roadway Paving	70 days	Wed 1/1/25	Tue 4/8/25																														
212	Quantities	70 days	Wed 1/1/25	Tue 4/8/25																														
213	Addendum Sheets	70 days	Wed 1/1/25	Tue 4/8/25																														
214	Drainage	70 days	Wed 1/1/25	Tue 4/8/25																														
215	Driveway rail	90 days	Wed 1/1/25	Tue 5/6/25																														
216	Cost Savings Measures	90 days	Wed 4/9/25	Tue 8/12/25																														
217	Site Visits	420 days	Wed 1/1/25	Tue 8/11/26																														
218	Invoicing and Progress reports	420 days	Wed 1/1/25	Tue 8/11/26																														
219	Construction Phase Services	420 days	Wed 1/1/25	Tue 8/11/26																														
220	SUB/RFI < 10 Sheets	420 days	Wed 1/1/25	Tue 8/11/26																														
221	SUB/RFI 10 - 100 Sheets	420 days	Wed 1/1/25	Tue 8/11/26																														
222	Project Closeout	0 days	Tue 8/11/26	Tue 8/11/26																														

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.

HDR Engineering, 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 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

5 Signed by:

Lucas D. Bathurst, PE

4/15/2025

Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 2596D8A6-CDF8-4D41-9BF0-E0A1A5DF8D8D

Subject: Please DocuSign: City Council Contract 6590-049 Hickory Creek Design Amendment #2

Source Envelope:

Document Pages: 15

Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Sent

Envelope Originator:

Cori Power

901B Texas Street

Denton, TX 76209

cori.power@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

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Holder: Cori Power

cori.power@cityofdenton.com

Location: DocuSign

Signer Events

Cori Power

cori.power@cityofdenton.com

Purchasing Supervisor

City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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Signature

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Lori Hewell

lori.hewell@cityofdenton.com

Purchasing Manager

City of Denton

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:

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Marcella Lunn

marcella.lunn@cityofdenton.com

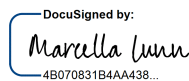
Senior Deputy City Attorney

City of Denton

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:

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Lucas A. Bathurst, PE

lucas.bathurst@hdrinc.com

Vice President

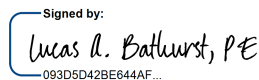
HDR Engineering, Inc.

Security Level: Email, Account Authentication
(None)

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Lucas A. Bathurst, PE
093D5D42BE644F...


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Viewed: 4/15/2025 11:25:17 AM

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Signer Events	Signature	Timestamp
Seth Garcia Seth.Garcia@cityofdenton.com Interim Director of Capital Projects Security Level: Email, Account Authentication (None)	<div>Signed by:  A13701F6BC954FC...</div> Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/15/2025 12:26:17 PM Viewed: 4/15/2025 12:27:30 PM Signed: 4/15/2025 12:27:56 PM

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

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Electronic Record and Signature Disclosure:
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Sara Hensley
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee
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Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

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Gretna Jones
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Legal Secretary
City of Denton
Security Level: Email, Account Authentication (None)

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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/9/2025 11:27:24 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Required hardware and software

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

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

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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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