

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 STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC., FOR THE ENGINEERED DESIGN OF A CONCRETE ROAD AND A VEHICLE UNDERCARRIAGE WASH (WHEEL-WASH) FOR THE SOLID WASTE AND RECYCLING DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7109-032 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$205,245.00).

WHEREAS, on October 8, 2019, the City Council approved a pre-qualified professional and engineer list (Ordinance 19-2305); and

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Stearns, Conrad and Schmidt Consulting Engineers, Inc., to provide professional services for the engineered design of a concrete road and a vehicle undercarriage wash (wheel-wash) for the Solid Waste and Recycling Department, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

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

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

PASSED AND APPROVED this the _____ day of _____, 2023.


GERARD HUDSPETH, MAYOR

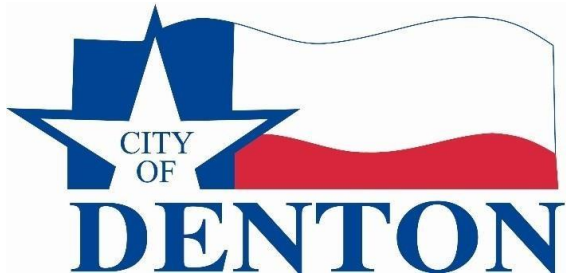
ATTEST:
JESUS SALAZAR, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____


Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2023.04.17 14:50:13 -05'00'



Docusign City Council Transmittal Coversheet

PSA	7109-032
File Name	ROADS & VEHICLE UNDERCARRIAGE WASH
Purchasing Contact	Crystal westbrook
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Stearns, Conrad and Schmidt Consulting Engineers, Inc., with its corporate office at 1901 Central Drive, Suite550, Bedford, Texas 76021 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Roads & Vehicles Undercarriage Wash (the "PROJECT").

SECTION 1 **Scope of Services**

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

SECTION 2 **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$205,245 in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

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

SECTION 4 Obligations of the Engineer

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

C. Subsurface Investigations

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

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

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

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

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

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

G. Construction Progress Payments

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

encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

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

I. Right to Audit

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

J. INSURANCE

(1) ENGINEER'S INSURANCE

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

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

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

(2) GENERAL INSURANCE REQUIREMENTS

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

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

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

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

- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and

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

SECTION 5

Obligations of the City

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

F. Asbestos or Hazardous Substances Release.

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

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

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.

- (2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.
- b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
- b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
- c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES. CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition On Contracts With Companies Boycotting Israel

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

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

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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

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

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

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

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

Q. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City’s Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City’s Conflict of Interest Questionnaire.

R. Agreement Documents

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

Attachment A - Scope of Services, Compensation, Project Schedule

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

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

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

BY:
CITY OF DENTON, TEXAS

Sara Hensley, City Manager

BY:
ENGINEER
Stearns, Conrad and Schmidt Consulti
Engineers, Inc.

94C396546787442...

RYAN KUNTZ, P.E.
VICE PRESIDENT/PJT DIRECTOR

Date: 4/11/2023

2023-1005596

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

DocuSigned by:

Brian Boerner

DCD14331B689A4A8...

Signature

Director of Solid waste

Title

SWR

Department

Date Signed: 4/11/2023

ATTEST:
JESUS SALAZAR, INTERIM CITY
SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:

Marcella Lunn

4B676831B4AA438...

BY: _____

ATTACHMENT A

SCS ENGINEERS

Environmental Consulting & Contracting

February 28, 2023, revised March 10, 2023
Proposal No. 160218222

Mr. Art Garcia
Site Operations/Project Manager
City of Denton
1527 S. Mayhill Road
Denton, Texas 76208

(sent via email)

Re: Proposal for Engineering Design, Bid-Support, and Construction Quality Assurance Services
Roadway Expansion and Wheel wash Facility
City of Denton Landfill

Dear Art:

Per your request, SCS Engineers is pleased to present this proposal to you for engineering design, including preparation of construction plans, technical specifications and bid documents, bid-support services, and construction quality assurance (CQA) services for adding a 15-foot wide (12-foot paved and 3-foot shoulder) driving lane to existing haul road constructed in 2022, adding a 10-foot wide paved lane to existing roadway to brush management facility, rehabilitation of approximately 4,000 square feet of existing pavement, demolition of two (2) concrete pads, reshaping of existing stormwater channels in Cell O area, addition of new stormwater channels, and addition of a new wheel wash facility southeast of Cell O.

Based on our understanding of the project objectives we have developed the following scope of services. **This approach will provide the City with professional engineering services in the areas of design and project bidding to qualified contractors.**

SCOPE OF SERVICES

This scope of services includes the preparation of a design basis memorandum (DBM); soil analysis; construction plans, specifications and bid documents; bid-support services; and CQA services required for the project. This scope of services has been separated into the following five (5) tasks:

1. Design Basis Memorandum for Wheel Wash Facility;
2. Soil Analysis of Available Borrow Source(s);
3. Engineering Design, Construction Plans, and Technical Specifications and Bid Documents;
4. Bid-support Services; and
5. Construction-phase Engineering and CQA Services.

Based on discussion with you onsite on January 27, 2023 and subsequent phone calls on February 21 and February 22, 2023, we understand that the proposed work should include the following design elements for preparation of the construction plans, specifications, and bid documents:

- **Expansion of Existing Haul Road:** Approximately 1,100 feet of existing haul road will be expanded by an additional 15-foot wide, 10-inch thick reinforced concrete lane between the flare station and fleet maintenance building on the north side of Cell O (see Figure 1). Proposed

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lane construction will follow the same design prepared by SCS in October 2021. As part of this portion of the project, the following will be performed:

- **Evaluation of Existing Stormwater Management System:** A portion of the proposed 15-foot additional lane will be constructed within the footprint occupied by an existing stormwater channel. As such, SCS will evaluate the sizing and capacity of the stormwater channel for consistency with the permitted stormwater management system design. Additionally, we will include a grading plan for reshaping approximately 220 feet of existing stormwater channel located west of the flare station facility. Furthermore, we will prepare grading plans for the construction of approximately 300 feet of an operational channel directly north of the flare station and 320 feet of channel directly north of the existing power pole (see Figure 1). This channel will be sized to convey the 25-year, 24-hour storm event consistent with TCEQ regulations.
 - **Design around and protection for existing gas monitoring probes and groundwater monitoring wells** by retrofitting for below-grade monitoring for traffic rated lids, if needed.
 - **Prepare a traffic control plan** to include with the construction plans. This plan will assist the City with control of vehicles using the haul road during construction of the expansion lane.
 - **Striping Plan.** A striping plan for the entire length of the perimeter haul road constructed in 2022 (approximately 3,700 feet) will be included in the construction plan set.
- **Expansion of Brush Management Area Road:** As discussed in the January 27 meeting and subsequently during the February 21 phone call, the City would like to expand approximately 520 feet of its existing 8-inch thick asphalt paved road at the brush management area by adding a 10-foot wide lane made of 12-inch thick lime stabilized structural fill and overlain by 8-inch thick reinforced concrete (see Figure 1). **Please note that this proposal does not include a traffic analysis of the brush management area to evaluate adequacy of reinforced concrete pavement in the proposed additional lane.** As part of this portion of the project, the following will be performed:
 - **Design of Stormwater Channel:** SCS will evaluate existing flow patterns and surface water runoff volume across the brush management area paved road to design a stormwater channel to provide adequate storage capacity to convey a 25-year, 24-hour storm event consistent with TCEQ regulations. Additionally, SCS will include construction details that depict extension of two (2) existing culverts located along the roadway.
 - **Rehabilitation of Existing Pavement:** Approximately 4,000 square feet of 8-inch thick asphalt or concrete pavement, located west of the flare station (see Figure 1) has been damaged from wear and tear and needs to be replaced. SCS will include construction level details for the rehabilitation of this damaged pavement with 10-inch thick reinforced concrete with stabilized subgrade. Similar to the proposed lane expansion at the brush management area road, **please note that this proposal does not include a traffic analysis of the rehabilitation area to evaluate adequacy of reinforced concrete pavement.**

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- **Demolition of Existing Concrete Pads:** Removal of two concrete pads (approximately 1,050 square feet in area), located north of the flare station (see Figure 1). These areas will be backfilled with structural fill as needed.
- **Design of a New Wheel Wash Facility:** SCS will prepare a design basis memorandum for a new wheel wash facility suitable for use at the landfill, as described in Task 1 of this proposal. This memorandum will be summarize research of available facility types, electrical and water requirements, pump sizes, installed cost, operational procedures, and warranty. Additionally, if selected by the City, wheel wash facility engineering design and construction plans will be prepared as discussed in subtask 3.1B.

Based on our discussions with you, it is our understanding that the City wants the proposed construction project to be covered under one (1) set of construction plans, specifications, and bid documents.

Task 1 – Design Basis Memorandum for Wheel Wash Facility.

The work associated with this task includes preparation of a DBM for the wheel wash facility (facility) for the landfill. The facility will be located southeast of Cell 0 as shown in Figure 1.

As previously described, SCS will research available facilities designed for use at a large landfill (greater than 100 vehicles using the landfill on a daily basis at an average) and gather information related to different facility types (permanent versus portable), pump sizes, electrical and water requirements, installed cost, operational procedures, and warranty.

SCS will prepare a design basis memorandum to summarize their findings for City's review. **Our fee estimate assumes that construction of the electrical service required for the facility will be performed by others and will be based on design performed by SCS.** Following the City's review of the DBM, and if City decides to proceed with the construction of the facility, SCS will incorporate the comments received from the City into the final construction plans developed in Task 3.1.

A preliminary engineer's estimate of probable construction costs (EOPCC) for the City's use in developing their budget estimates for this project will be included in the DBM.

Task 2 – Soil Analysis of Available Borrow Source(s)

This task includes soil analysis of available borrow source(s) that may be used during the construction of the perimeter road and wheel wash facility. The objective of this task will be to prequalify the available soil ahead of construction and will be conducted during performance of Task 3 (engineering design and preparation of construction plans). As such, following confirming the location of the available borrow sources, an SCS employee (Associate Staff Professional) will collect soil samples from up to three (3) locations throughout the available borrow source(s). Our fee estimate for this effort assumes that the City will provide an excavator and operator to assist in collecting these soil samples. Representative samples will be collected from each test pit location. The following tests will be performed with the number of tests identified in the table below:

- Gradation to P-200 (ASTM D422);
- Gradation with Hydrometer to 0.002 mm (ASTM D422);
- Atterberg limits (ASTM D4318); and

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- Standard Proctor (ASTM D698).

All 3 samples collected will be tested for gradation to P-200 and Atterberg limits. As discussed with you in phone call on February 21, 2023, the purpose of performing these tests is to verify that the soils available for this project are similar to those encountered during haul roadway construction in 2022. Upon verification of soil properties, SCS assumes that soil stabilization will be achieved by adding 6% lime by volume, consistent with pavement design for perimeter haul road construction in 2022. **An contingency budget has also been included in this task to perform additional tests if soils do not meet project requirements. SCS will confirm approval of additional tests with the City prior to performing them.**

The following table includes our unit rates for perform this task.

Description	Unit	Quantity	Rate per Unit	Cost
Project Manager	Hour	4	\$180.00	\$ 720.00
Associate Staff Engineer	Hour	8	\$110.00	\$ 880.00
Gradation to P-200	Each	3	\$55.00	\$ 165.00
Gradation with Hydrometer to 0.002 mm	Each	3	\$145.00	\$ 435.00
Atterberg Limits	Each	3	\$35.00	\$ 105.00
Standard Proctor	Each	3	\$165.00	\$ 495.00
Supplies/Shipping	Lump Sum	1	\$300.00	\$ 300.00
Contingency	T&M	1	\$3,000.00	\$3,000.00
TASK 2 TOTAL				\$6,100.00

Task 3 – Engineering Design, Construction Plans, Technical Specifications, and Bid Documents.

Subtask 3.1 – Engineering Design and Construction Plans for Roadway

This task includes the engineering design and preparation of construction plans required for the lane expansion of existing haul road and brush area road; reshaping of existing and construction of new stormwater channels; demolition of existing concrete pads; and rehabilitation of existing pavement.

Based on our understanding of the project objectives, one (1) set of the following construction plans will be developed for the project:

- Cover Sheet;
- General Notes;
- Site Plan/Existing Conditions (Topography);
- Site Plan/Existing Conditions (Aerial);
- Site Layout Plan for Haul Road and Brush Area Road;
- Proposed Haul Road Expansion Plan/Profile Sheets (up to 2 drawings);
- Proposed Brush Area Road Expansion Plan/Profile Sheets (up to 2 drawings);
- Concrete Pad Demolition and Pavement Rehabilitation Plan (up to 2 drawings);

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- Haul Road Details (proposed section, tie-in, and termination details);
- Traffic Control Plan;
- Striping Plan (up to 4 drawings) for the entire length of perimeter haul road constructed in 2022 (approximately 3,700 feet) and details;
- Wheel Wash Facility Drawings (Optional, see subtask 3.1B);
- Stormwater Management Details (up to 2 drawings);
- Construction Survey Control.

Subtask 3.1B – Engineering Design and Construction Plans for Wheel Wash Facility (Optional)

This task includes the engineering design and preparation of construction plans for the wheel wash facility based on DBM prepared in Task 1, and if selected by the City. It is anticipated that the construction plans will include the following drawings, which will be incorporated within the overall project construction plan set prepared in subtask 3.1A:

- Waterline Extension Plan and Profile (1 drawing);
- Wheel Wash Facility Site Plan and Details (up to 2 drawings);
- Stormwater Control and Management Plan;
- Structural Design and Miscellaneous Details; and
- Construction Survey Control;

SCS will submit construction plans for roadway and wheel wash facility (if selected) to the City for review at 90 percent completion. Following submittal of the 90 percent drawing set, SCS will meet with the City to discuss the contents of the plans. Following the 90 percent completion review, SCS will incorporate the final modifications and sign/seal the documents by a Professional Engineer registered in the State of Texas. Any other design reviews can be provided as an additional service.

Subtask 3.2 – Technical Specifications, Bid Documents, and Engineer's Estimate of Probable Construction Cost

SCS will prepare one (1) set of technical specifications and bid documents for the project. Bid documents will be developed based on the City's standards (Division 0), as provided by the City, including but not limited to bid advertisement, information to bidders, general and special conditions, bonds, etc. The necessary technical specifications will be developed using SCS' standards for General Requirements (Division 1) and materials and work required for the project (Division 2 through Division 16). Bid items will be clearly identified during preparation of the specifications. SCS specifications will be developed to be compatible with applicable industry standards (American Society of Testing and Materials [ASTM], American Concrete Institute, etc.).

It is anticipated that the following Division 2 through Division 16 technical specifications will be incorporated into this project:

- Clearing and Grubbing;
- Excavation, Backfill, Fill, and Grading;
- Geotextiles (Woven Geotextile);
- Erosion and Sedimentation Controls;
- Erosion Control Blanket;

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- Seed, mulch, and fertilizer;
- Concrete;
- Reinforced Concrete Pipe; and
- PVC Pipe, Fittings, and Valves.

SCS will prepare the technical specifications and bid documents concurrently with the construction plans (Subtask 3.1). At 90 percent completion, we will present the technical specifications and bid documents for the City's review along with the construction plans. Following the 90 percent completion review, SCS will incorporate the final modifications and sign/seal the documents by a Professional Engineer registered in the State of Texas.

SCS will also perform the necessary quantity take-offs for bid items included in the project. SCS will provide an EOPCC, which will be supported by our quantity take-offs for each bid item. SCS will prepare an EOPCC at 90 percent completion for review and comment along with the construction plans, specifications, and bid documents. Following the City's review, SCS will incorporate the final modifications into the estimate and provide a final estimate at the completion of the construction plans, specifications, and bid documents.

Task 4 – Bid-Support Services

This task includes bid-support services during the advertisement and award-phase of the construction project. SCS will provide the following support services to the City during this task:

- Assist the City during advertisement for bid, including development of the invitation for bid as well as notification to Contractors experienced with this type of construction project.
- Assist or perform, at the discretion of the City, the distribution of the Bid Documents to interested Contractors through "E-Bid Denton County."
- SCS will conduct and participate in a pre-bid meeting, which we recommend be mandatory for bidders.
- Respond to technical questions or requests-for-clarification on the construction plans, technical specifications, and bid documents on E-Bid Denton County.
- Issue addenda, if required, to all contractors who attend the pre-bid conference and are on the plan holders list (our fee estimate assumes issuance of up to one addendum).

After the bid opening, SCS will review and tabulate the bid submittals, identify the apparent low bidder, evaluate the qualifications of the low bidder, and make a recommendation of award of contract.

Task 5 – Construction Quality Assurance (CQA) Services

This task includes construction-phase engineering and construction quality assurance services (CQA) services for the project.

The project team will be supervised by Sandeep Saraf, P.E., as a senior CQA advisor, who has 20 years of experience in construction management and CQA. SCS has assigned a Project Manager (PM), who will be a licensed Professional Engineer in the State of Texas, to handle the scheduling of the SCS personnel, monitor the project budget, assist in material submittal reviews, participate in project meetings, and certify the construction record report and that the work was completed in accordance with the Contract Documents. Additionally, an Associate Project Professional (ASP) has been assigned

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to this project who will assist the PM, review of material submittals, review field reports, review of as-built information, and preparation of construction record report. Additionally, a CQA technician will be assigned to the project, and will be responsible for conducting and documenting all CQA field testing and sampling, preparing daily construction reports, photographic documentation, distributing field documentation to the PM, and keeping the City and PM informed as to the status of the project.

SCS' Field CQA services technician for this project will perform on-site testing services, and collection of samples for laboratory testing. Test results will be sent to the PM and ASP to confirm that they comply with the Contract Documents.

To provide these services to the City, this phase of the work has been separated into the following tasks:

1. Field CQA Services; and
2. Construction-Phase Engineering Services.

As described below, SCS proposes to provide these services on a time-and-material basis using the rates provided in the table applicable for each task.

Subtask 5.1 – Field CQA Services

This task includes the full-time field CQA services required during the project, including necessary expenses for mobilization, vehicle, and density gauge equipment. The CQA Technician shall be responsible for the following:

- Observe and document materials and workmanship are consistent with the construction plans and technical specifications;
- Conducting and documenting applicable CQA field testing and sampling;
- Conduct and document field moisture/density testing using a Nuclear Density Gauge during placement of structural fill and lime-stabilized structural fill;
- Conduct and document field pH testing of lime-stabilized structural fill;
- Conduct and document field concrete testing;
- Observe and document installation of drainage structures and other miscellaneous items are consistent with the construction plans and technical specifications;
- Preparing daily construction reports and photographic documentation;
- Distributing field documentation to the PM, and keeping the City and PM informed as to the status of the project; and
- Attend construction progress meetings administered by the PM.

For this proposal, it is assumed that full time onsite CQA technician will be required for the entire duration of roadway construction, pavement rehabilitation, channel construction, and demolition of concrete pads, which is assumed to be 6 weeks.

If the City selects to include construction of wheel wash facility with this project, the total construction duration will increase by an additional 4 weeks for a total of 10 weeks. As such, the hours and expenses for this task have been provided into two separate tables (Table 5.1A and 5.1B), corresponding to roadway construction and wheel wash facility construction. **Please note that the hours and expenses for wheel wash facility (Table 5.1B) have been provided with the assumption that**

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the City will select to construct a permanent concrete facility, which will include soil and concrete testing for structural fill and concrete pad, respectively.

Note the assumptions made on construction duration indicated in the note section below; as such, invoiced amount will be based on the actual quantities and schedule performed during construction.

Table 5.1A: Field CQA Services for Roadway Improvement, Channel Construction, and Concrete Pad Demolition				
Description	Unit	Quantity	Rate per Unit	Cost
CQA Technician ⁽¹⁾	Hour	360	\$72.00	\$25,920.00
CQA Field Vehicle	Day	36	\$70.00	\$2,520.00
Soil Testing ⁽²⁾	Weeks	5	\$410.00	\$2,050.00
Concrete Testing ⁽³⁾	Day	14	\$105.00	\$1,470.00
Compressive Strength Testing For Concrete in Accordance with ASTM C39 ⁽⁴⁾	Set	14	\$90.00	\$1,260.00
Contingency ⁽⁵⁾	LS	1	\$8,000.00	\$8,000.00
Subtotal:				\$41,220.00

Notes:

1. SCS has assumed six (6), ten (10) hour days per week (Monday through Saturday) for a 6-week duration.
2. Cost includes a nuclear density gauge and pH meter, required during placement of structural fill for road construction, for a 5-week duration.
3. Cost includes equipment for concrete slump testing, percent voids, and temperature for a 14-day duration.
4. Cost includes laboratory testing of concrete cylinders, taken at an interval of 1 set of 3 cylinders per day for 14 days.
5. Contingency budget is included for unforeseen delays in the construction duration and will be used only upon approval by City.

Table 5.1B: Field CQA Services for Wheel Wash Facility Construction (Optional)				
Description	Unit	Quantity	Rate per Unit	Cost
CQA Technician ⁽¹⁾	Hour	240	\$72.00	\$17,280.00
CQA Field Vehicle	Day	24	\$70.00	\$1,680.00
Soil Testing ⁽²⁾	Week	2	\$410.00	\$ 820.00
Concrete Testing ⁽³⁾	Day	7	\$105.00	\$ 735.00
Compressive Strength Testing For Concrete in Accordance with ASTM C39 ⁽⁴⁾	Set	7	\$90.00	\$ 630.00
Contingency ⁽⁵⁾	LS	1	\$5,000.00	\$5,000.00
Subtotal:				\$26,145.00

Notes:

1. SCS has assumed six (6), ten (10) hour days per week (Monday through Saturday) for a 4-week duration.
2. Cost includes a nuclear density gauge and pH meter, required during placement of structural fill for wheel wash facility foundation, for a 2-week duration.
3. Cost includes equipment for concrete slump testing, percent voids, and temperature for a 7-day duration.
4. Cost includes laboratory testing of concrete cylinders, taken at an interval of 1 set of 3 cylinders per day for 7 days.
5. Contingency budget is included for unforeseen delays in the construction duration and will be used only upon approval by City.

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Subtask 5.2 – Construction-Phase Engineering Services

This task includes the construction-phase engineering services, which include the following services:

- Project Management and Oversight; and
- Surveying.

Project Management and Oversight: The PM will be responsible for the overall operations of the project. This will include handling the scheduling and management of SCS' CQA technician and laboratory testing, assisting in the review of project submittals, including review and approval of Manufacturer's Product or Quality Control Data, review of laboratory test results, modify construction plans and technical specifications (if necessary), and certifying the documentation record report. The PM will keep the City informed with the progress of the work. Any problems or conflicts which may arise during the project will be brought to the attention of the PM.

The PM will be also be responsible for general construction-phase services and verifying that the project is being performed in accordance with the Contract Documents. This individual will make sufficient visits to the site to be familiar with the work and to review the documentation process. The PM will, upon completion of the project, certify that the work does meet the Contract Documents, including construction plans and technical specifications. The PM also will assist in the preparation of the construction record report, and certify and sign/seal the report following receipt of comments from the City. The PM is a licensed Professional Engineer in the State of Texas. In addition, the PM will perform the general construction-phase CQA services, which will include the following services:

- Telephone calls among the City, Contractor, and/or SCS' CQA team to answer questions and resolve issues.
- Review and respond to all contractor submittals and requests-for-information or clarifications.
- Coordinate interpretations of construction plans and specifications.
- Maintain files for correspondence, photographs, requests-for-information or clarifications, submittal responses, and other construction project related documentation.
- Review and evaluate Contractor change order proposals (if any), pay applications, and final verification for measurement and payment, if requested by City.
- Administer bi-weekly progress meetings. Progress meetings will be documented by distribution of meeting minutes. Progress meetings will be attended by the PM in person or by telephone, as necessary, to be familiar with the progression and certification of work being completed.
- Performance of up to 5 site visits, including a pre-construction meeting, 3 intermediate visits, and substantial walkthrough. The PM will schedule sites during normal bi-weekly progress meetings, if practical.

Surveying: Surveying for this project will be performed by Coleman & Associates Land Surveying and includes the following services:

- Existing Topographic Survey. This survey will include existing ground elevation in areas where proposed roadway expansion/rehabilitation and wheel wash facility construction will be performed as shown on the construction drawings (assume 1 site visit).
- Roadway Survey: The following survey will be performed for the roadway expansion/rehabilitation:
 - a. Top of subgrade and top of structural fill (assume 2 site visits);

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- b. Top of final road surface taken once every 100 feet and at each curve (assume 1 site visit);
- c. Each surveyed location shall include elevation of the shoulder, where applicable, and elevation of the edge of pavement, and curvature of road.
- d. Construction tolerance for top of road surface is ± 0.1 feet; and
- e. Surveyor shall verify that points meet or do not meet the required tolerance while onsite, and indicate to the contractor which points meet and do not meet these tolerances.
- Wheel Wash Facility Survey: The following survey will be performed for the wheel wash facility:
 - a. Top of subgrade and top of structural fill (assume 2 site visits); and
 - b. Top of concrete slab. Construction tolerance for top of slab is ± 0.1 feet (assume 1 site visit);
- Miscellaneous As-Built Surveys for the following (assume 1 site visit):
 - a. Inlet and outlet invert elevations of drainage culverts along with existing ground elevation at each location to verify cover above pipe; and
 - b. Rip-rap installed at each drainage pipe inlet and outlet, where applicable, and at other locations.

Record survey drawing(s), to include each aforementioned item, will be prepared to be included within the record report.

The following table indicates the hours and expenses required for this subtask. **Please note that this table has been prepared for a project duration of 12 weeks, which includes 2 weeks for project coordination (meetings, submittal review, etc.) prior to Contractor mobilization, and 10 weeks for the roadway and wheel wash facility construction. Only actual time spent on the project will be billed to the City on a time and material basis.**

Description	Unit	Quantity	Rate per Unit	Cost
Senior CQA Advisor ⁽¹⁾	Hour	20	\$190.00	\$3,800.00
Project Manager ⁽¹⁾	Hour	30	\$180.00	\$5,400.00
Associate Staff Professional ⁽¹⁾	Hour	22	\$110.00	\$2,420.00
Office Services Manager	Hour	12	\$120.00	\$1,440.00
Site Visits ⁽²⁾	Each	5	\$1,000.00	\$5,000.00
Surveying ⁽³⁾	LS	1	\$27,720.00	\$27,720.00
Contingency ⁽⁴⁾	T&M	1	\$15,000.00	\$15,000.00
Subtask 5.2 Total:				\$60,780.00

Note:

1. SCS has assumed up to six (6) hours per week combined, over a 12 week period, for project coordination and construction oversight by the Senior CQA Advisor, PM, and ASP.
2. Site visits will be performed by PM or ASP, and include up to 6 hours per visit, including travel time and onsite time.
3. Cost includes survey items discussed in Subtask 5.2 and reflects a 10% mark-up for SCS.
4. Contingency budget is provided for unforeseen complications that may arise during construction that may require additional project oversight, engineering, or design for field adjustments. Contingency budget will not be used until receiving approval from the City and will be billed on a time and material basis.

Subtask 5.3 – Construction Documentation Report

This subtask includes the preparation of the construction documentation report for construction, related to road and wheel wash facility construction. This report will include the following:

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- A narrative describing the construction, test methods and results;
- All material submittal correspondence and documentation;
- Daily progress reports;
- Laboratory test results, including pre-construction testing and construction testing;
- Field testing results, logs and location maps;
- Photographic documentation;
- Summary of design and field adjustment, if any;
- Record survey drawings and documentation; and
- Certification of final construction.

The construction documentation report shall be sealed by a licensed Professional Engineer in the State of Texas, and submitted to the City within 21 days following the receipt of the final record survey drawings from the surveyor. Up to three (3) hard copies of the report will be reproduced for the City's records. Additionally, SCS will provide an electronic version (PDF) format of the final signed/sealed report to the City.

PROPOSED FEE AND SCHEDULE

SCS' proposed fees for the above scope of services are provided in the table below. Additionally, SCS proposes to perform each task on either a lump sum or time-and-material (T&M) basis as indicated in the table below. Our current fee schedule is attached.

Task No.	Task Title	Proposed Fee	Billing Basis
1	Design Basis Memorandum	\$7,500.00	Lump Sum
2	Soil Analysis of Available Borrow Source(s)	\$6,100.00	T&M
3.1	Engineering Design, Construction Plans, Technical Specifications, and Bid Documents.		
3.1A	Engineering Design and Construction Plans for Roadway	\$33,000.00	Lump Sum
3.1B	Engineering Design and Construction Plans for Wheel Wash Facility (Optional)	\$10,000.00	Lump Sum
3.2	Technical Specifications and Bid Documents	\$5,500.00	Lump Sum
4	Bid-Support Services	\$5,500.00	T&M
5	Construction Quality Assurance (CQA) Services		
5.1A	Field CQA Services for Roadway Construction	\$41,220.00	T&M
5.1B	Field CQA Services for Wheel Wash Facility Construction (Optional)	\$26,145.00	T&M
5.2	Construction-Phase Engineering Services	\$60,780.00	T&M
5.3	Construction Documentation Report	\$9,500.00	Lump Sum
Project Total for Roadway Construction (Tasks 1, 2, 3.1A, 3.2, 4, 5.1A, 5.2, and 5.3):		\$169,100.00	
Project Total for Roadway and Wheel Wash Facility Construction (All tasks):		\$205,245.00	

The following includes a preliminary schedule for completion of the work:

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- Task 1: 4 weeks following notice to proceed.
- Task 2: 3 weeks following notice to proceed.
- Task 3: 90% submittal 12 weeks following completion of Task 1.
- Task 5: anticipated 12 week duration (assuming that wheel wash facility will be constructed).

CLOSING

We appreciate this opportunity to provide this proposal to you. If you have any questions, please contact Sandeep Saraf, P.E. at (407) 923-7013.

Sincerely,



Brett DeVries, Ph.D., P.E.
Project Engineer
SCS ENGINEERS
TBPE Registration No. F-3407



Sandeep Saraf, P.E.
Senior Project Manager
SCS ENGINEERS

Environmental Management Consultants
Offices Nationwide

1901 Central Drive
Suite 550
Bedford, Texas 76021
817.571.2288 Main

12651 Briar Forest Drive
Suite 205
Houston, Texas 77077
281.293.8494 Main

SCS ENGINEERS

SCS ENGINEERS FEE SCHEDULE

(Effective April 1, 2022 through March 31, 2023)

Labor Category	Rate/Hour (\$)
Business Unit Director	245
Project Advisor	235
Satellite Office Manager	235
Project Director II.....	225
Project Director I.....	210
Project Manager II	190
Project Manager I	180
CQA Manager.....	175
Project Professional III	175
Project Professional II	150
Project Professional I	145
Staff Professional III.....	135
Staff Professional II.....	130
Staff Professional I.....	125
Associate Staff Professional.....	110
CAD Designer.....	135
CAD Draftsperson.....	90
Office Service Manager.....	120
Secretarial/Clerical	80
Sr. Field Services Technician.....	110
Field Services Technician	100
Lead CQA Monitor	75
CQA Monitor.....	70

1. The hourly rates are effective through March 31, 2023. Work performed thereafter is subject to a new Fee Schedule issued for the period beginning April 1, 2023. Consistent with federal regulations, a factor of 150% will be applied to overtime hours for field personnel.
2. The above rates include salary, overhead, administration, and profit. Other direct expenses, such as analyses of air, water and soil samples, reproduction, travel, subsistence, subcontractors, long distance telephone, computers, etc., are billed at actual cost plus 15 percent. Vehicle mileage is billed at \$0.72 per mile for autos and \$0.82 per mile for company trucks. Daily rates apply on long-term projects.
3. Invoices will be prepared monthly for work in progress unless otherwise agreed. Invoices are due and payable upon receipt.
4. Payment of SCS Invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amount past due and owing on client's account.
5. For special situations, such as expert court testimony and limited consultation, hourly rates for principals of the firm will be on an individually-negotiated basis.

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.

STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, 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.

Not Applicable

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:



4/11/2023

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: FBF554FF87B8462F907173A0BF638787

Status: Sent

Subject: Please DocuSign: City Council Contract 7109-032 Roads & Vehicles Undercarriage Wash

Source Envelope:

Document Pages: 34

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Crystal Westbrook

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

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

crystal.westbrook@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Crystal Westbrook

Location: DocuSign

4/6/2023 10:27:08 PM

crystal.westbrook@cityofdenton.com

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

Crystal Westbrook

Completed

Sent: 4/6/2023 10:36:11 PM

crystal.westbrook@cityofdenton.com

Viewed: 4/6/2023 10:36:23 PM

Senior Buyer

Signed: 4/6/2023 10:39:01 PM

City of Denton

Using IP Address: 198.49.140.104

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(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Lori Hewell



Sent: 4/6/2023 10:39:04 PM

lori.hewell@cityofdenton.com

Viewed: 4/7/2023 8:07:04 AM

Purchasing Manager

Signed: 4/7/2023 8:08:23 AM

City of Denton

Signature Adoption: Pre-selected Style

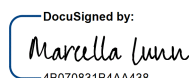
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(None)

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn



Sent: 4/7/2023 8:08:26 AM

marcella.lunn@cityofdenton.com

Viewed: 4/10/2023 3:51:04 PM

Mack Reinwand City Attorney

Signed: 4/10/2023 4:10:08 PM

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:

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Crystal Westbrook

Completed

Sent: 4/11/2023 11:35:13 AM

crystal.westbrook@cityofdenton.com

Viewed: 4/11/2023 11:35:47 AM

Senior Buyer

Signed: 4/11/2023 11:40:59 AM

City of Denton

Using IP Address: 198.49.140.10

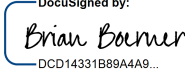
Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Brian Boerner
 brian.boerner@cityofdenton.com
 Director of Solid Waste
 Security Level: Email, Account Authentication (None)



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Electronic Record and Signature Disclosure:
 Accepted: 4/11/2023 12:10:07 PM
 ID: 4d3637bc-686c-4184-8a59-ab7699286728

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

Sent: 4/11/2023 12:13:38 PM

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

Jesus Salazar
 jesus.salazar@cityofdenton.com
 Security Level: Email, Account Authentication (None)

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

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/6/2023 10:39:05 PM
Brett DeVries bdevries@scsengineers.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/10/2023 4:19:27 PM Viewed: 4/10/2023 4:20:19 PM
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: 4/11/2023 12:13:38 PM Viewed: 4/17/2023 1:17:13 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Arturo Garcia Arturo.Garcia@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/30/2023 2:00:45 PM ID: 36ce59d4-4ecf-423d-b7dc-96ec8b9a8f02		

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Notary Events	Signature	Timestamp
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Envelope Updated	Security Checked	4/11/2023 11:35:12 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

To contact us by email send messages to: purchasing@cityofdenton.com

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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