

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND KIMLEY-HORN AND ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON JUNE 4, 2024, IN THE NOT-TO-EXCEED AMOUNT OF \$1,259,400.00; AMENDED BY AMENDMENT 1 APPROVED BY THE CITY MANAGER; SAID SECOND AMENDMENT TO PROVIDE AN EXTENDED SCOPE INCLUDING ALIGNMENTS STUDY OF BRANCH SANITARY SEWER LINES, EASEMENT ACQUISITION FOR THE ADDED SEWER LINE BRANCHES, AND ADDITIONAL FULL PLAN SET AND SERVICES FOR THE ADDED BRANCH LINES FOR THE CLEAR CREEK INTERCEPTOR PROJECT FOR THE WASTEWATER DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8213-001 – PROVIDING FOR AN ADDITIONAL SECOND AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$1,330,400.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$4,180,600.00).

WHEREAS, on June 4, 2024, City Council awarded a contract to Kimley-Horn and Associates, Inc. in the amount of \$1,259,400.00, for engineering services for the conceptual design and due diligence items for the Clear Creek Interceptor project for the Wastewater Department; and

WHEREAS, on December 17, 2024, City Council awarded a First Amendment to Kimley-Horn and Associates, Inc. in the amount of \$1,590,800.00, to provide engineering design and easement acquisition services for the Clear Creek Interceptor project for the Wastewater Department; and

WHEREAS, this procurement was undertaken as part of the City's governmental function [Water and sewer service]; and

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Second Amendment, increasing the amount of the contract between the City and Kimley-Horn and Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of One Million Three Hundred Thirty Thousand Four Hundred and 0/100 (\$1,330,400.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$4,180,600.00.

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

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

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

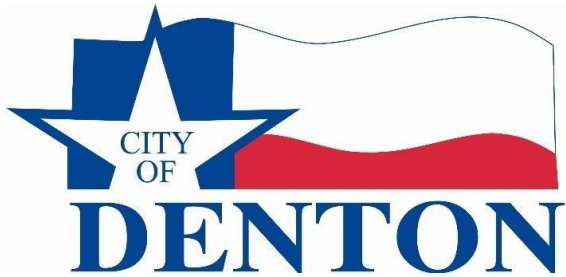
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



Docusign City Council Transmittal Coversheet

FILE	8213-001
File Name	Clear Creek Interceptor Amendment 2
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES INC.
PSA 8213-001**

THIS SECOND AMENDMENT TO CONTRACT 8213-001 (“Amendment”) by and between the City of Denton, Texas (“City”) and Kimley-Horn and Associates, Inc. (“Engineer”); to that certain contract executed on June 4, 2024, in the original not-to-exceed amount of \$1,259,400 (the “Original Agreement”); amended on December 17, 2024, in the additional amount of \$1,590,800 aggregating a not-to-exceed amount of \$2,850,200 (the “First Amendment”); (collectively, the Original Agreement, and the First Amendment are the “Agreement”) for services related to Clear Creek Interceptor.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$1,330,400 with this Amendment for an aggregate not-to-exceed amount of \$4,180,600; and

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

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

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the Clear Creek Interceptor, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A” a total fee, including reimbursement for non-labor expenses an amount not to exceed \$1,330,400.
2. This Amendment modifies the Agreement amount to provide an additional \$1,330,400 for the additional services with a revised aggregate not to exceed total of \$4,180,600.

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

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

“Engineer”

**KIMLEY-HORN AND ASSOCIATES
INC.**

DocuSigned by:
By: *Chris Elgo P.E.* Associate
DABECDE1E329425
AUTHORIZED SIGNATURE, TITLE

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
By: *Leah Bush*
3A6254145BDA469...

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

ATTEST:
_____, CITY SECRETARY

By: _____

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

Signed by:
Seth Garcia Seth Garcia
A13701F6BC954FC...
SIGNATURE PRINTED NAME

Director of Capital Projects

TITLE

Capital Projects

DEPARTMENT

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT ADDITIONAL SERVICES

Professional Services Agreement: CLEAR CREEK INTERCEPTOR Amendment Scope of Services

This is Amendment Number 02 to the Professional Service Agreement (8213-001) between Kimley-Horn and Associates, Inc. (ENGINEER) and the City of Denton (City) executed on June 5, 2024

Scope of Services

The Clear Creek Basin continues to see a high volume of development interest and there is now an ability to abandon up to six (6) existing lift stations with additional sewer branch lines. These projects are identified on the City's wastewater master plan (WWMP) as project 27, 30 and 43, and comprise of generally 6,100-feet, 6,120-feet, 7,613-feet. This amendment also includes additional design and easements needs that have arisen on the original Clear Creek project, and also includes construction phase services. In order to provide wastewater service to this growing area of the City, there is a need to continue with additional engineering design, easement acquisition services. The CITY has requested that the ENGINEER perform the following additional services:

Task 1 – DESIGN MANAGEMENT

A. Project Management

1. Develop project communication plan.
 - a. Prepare and e-mail progress reports to the project team once a month to be included with invoices. 12 additional months is assumed.
 - b. Prepare project schedule and provide schedule updates if the schedule changes.
2. Sub-consultant Agreement Preparation
 - a. Prepare and execute up to three additional (3) subconsultant amendments/agreements.

Task 3 – TOPOGRAPHIC SURVEY

A. Design Survey

1. Design Survey
 - a. Provide additional topographic survey for an additional 20,000 feet on the City owned property.

Exhibit A

Task 4 – NATIONWIDE PERMITTING

1. Perform additional services to delineate the watershed and provide a no-notifying USACE NWP 58 for the proposed additional alignments, and as per previous scoped items.

Task 5 – ARCHEOLOGICAL SERVICES

A Phase I intensive pedestrian archeological survey of the proposed project limits to identify cultural resources in the project area and to make recommendations based upon their significance with regard to eligibility for listing on the National Register of Historic Places (NRHP) and designation as a Texas State Antiquities Landmark (SAL). In the event that a recommendation for NRHP or SAL eligibility cannot be made for a site found during the Phase I survey, Phase II testing may be recommended and subsequently required by the Texas Historical Commission (THC), if the site cannot be avoided.

This task includes the areas on Parcel 5, 6, and 7 that were not able to be accessed. These parcels may not be able to be accessed until the corridor is established,

This scope does not include any Phase II testing or Phase III mitigation tasks. The Phase I survey will include the following tasks:

A. Desktop Cultural Resources Evaluation:

1. Compile information from publicly available records/databases
2. Produce a letter report detailing the results of the records search and presents a review of the natural environment and cultural history of the project area, along with conclusions and recommendations of our findings.

B. Phase I Intensive Pedestrian Survey:

1. Perform shovel testing every 100 meters along the entire route.
2. In floodplain settings, excavate trenches a maximum of every 200 meters to test for deeply buried cultural resources.
3. Survey standards will meet the minimum requirements adopted by the THC (Council of Texas Archeologists 2020).
4. If archeological sites are found during the survey, they will be recorded.

C. Technical Report

1. Report will be prepared meeting the standards of the THC (Council of Texas Archeologists 2018) and presents a review of the natural environment and cultural history of the project area, research design and methodology, and the results of field investigations, as well as conclusions and recommendations of findings.

D. Curation

1. Records and collected artifacts must be curated in perpetuity with an approved curatorial facility, in order to fulfill requirements in the Texas Antiquities Permit (TAP). A representative of the City must sign the required curatorial paperwork. Though curation cannot be completed until the THC has approved the report, this task will not prevent the City from proceeding with construction of the project. If any

Exhibit A

artifacts are collected on private land, they will be returned to the landowner at their request.

E. Deliverables:

1. Desktop Cultural Resources Evaluation in digital .PDF format.
2. Cultural Resources THC Application in digital .PDF format.
3. Cultural Resources Technical Report in digital .PDF format.

Task 6 – ESA Field Assessments and Tree Survey

1. Perform additional ESA delineation for the selected alignments as per previous scoped items.

Task 8 – EASEMENT PREPARATION

A. Separate Instrument Easement Descriptions

- a. Prepare an additional Twenty (30) permanent easement documents
- b. Prepare and additional Thirty-Five (25) temporary construction and/or access easements are assumed to provide access or lay-down/storage areas to construct the proposed interceptor.

Task 10 – GAS PIPELINE ENCROACHMENTS

A. LONO Exhibits

1. Prepare plan and profile sheets indicating proposed gas pipeline crossings with proposed interceptor to obtain letters of no objection (LONOs) for up to three (3) gas pipeline crossings. The following crossings are assumed to be required:
 - a. Atmos Energy (2 Crossings)
 - b. Lone Star Gas (1 Crossing)
2. Respond to up to two rounds of comments on submittals.

B. Deliverables

1. LONO drawings in digital .PDF format.

C. Meetings

Up to four (4) meetings/calls with pipeline owners.

Task 11 – PRELIMINARY DESIGN

A. Preliminary Sewer Design

1. Geotechnical Engineering

- a. Perform additional 10 geotechnical bores

2. Subsurface Utility Engineering (SUE)

Exhibit A

- a. Level A investigation of existing water line connection point, and potential crossing utilities. The Level A investigation shall consist of performing up to five (5) level A testholes or “locates” of existing utilities. The Level A investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of said utility in three dimensions obtained through non-destructive geophysical methods.
- b. Level B investigation to be performed for existing developments
- c. Level C/D for the entire corridor.

3. Preliminary Sanitary Sewer Line Design

- a. Preliminary plan and profile drawings preparation for approximately 20,000 linear feet of 8-inch through 15-inch gravity sanitary sewer line.

B. Deliverables

- 1. Preliminary design submittal (60%)
 - a. Submit four (4) copies to City for review and comment.
 - b. Submittal shall include the following:
 - a) Preliminary design plans (22”x34”)
 - b) Preliminary technical specifications (table of contents)
 - c) Geotech report
 - d) Opinion of probable construction cost
 - c. Submit to TCEQ for review
 - d. Submit to Denton County for review
- 2. Meetings
 - a. Attend one (1) meeting with City to kick-off preliminary design.
 - b. Attend one (1) meeting with City to present and review the preliminary design submittal

Task 12 – FINAL DESIGN**A. Final Sanitary Sewer Design**

- 1. Incorporate the preliminary design submittal review comments (one (1) round of comments is anticipated in proposed effort).
- 2. Prepare updated opinion of probable construction cost.
 - a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor’s methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER’s judgment as a design professional familiar with the construction industry. The ENGINEER

Exhibit A

cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

3. Incorporate franchise utility investigation information
4. Incorporate details and technical specifications.
5. Prepare surface repair sheets and details as necessary.
6. Prepare Project Manual using City Standard Construction Contract Documents.

B. Deliverables:

1. Final Design Submittal (95%)
 - a. Submit four (4) copies to the City for review and comment.
 - b. Submittal shall include the following:
 - i. Final design drawings
 - ii. Final design project manual
 - iii. Opinion of probable construction cost

C. Meetings

1. One (1) meeting with City to review Final Design Submittal.

Task 13 – BID PHASE SERVICES

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for one separate additional bidding phase.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:
 - a. Preparation of addenda and delivery to City for distribution to plans holders.
 - b. Responses to questions submitted by plans holders.
 - c. Attend bid opening facilitated by City.
 - d. Preparation of bid tabulation.
 - e. Preparation of recommendation of award letter.
4. Conformance plans and specifications
 - a. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
 - i. Provide up to four (4) sets to City for execution.

Exhibit A

Task 14 – EASEMENT ACQUISTION SERVICES

A. Easement Acquisition Services

1. ENGINEER's Real Estate Agent shall provide services previously authorized for up to nine (9) more parcels.

Task 15– CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
 - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - a. Visit the construction site up to twenty-four (24) times during construction to perform construction observation. 24 months construction time is assumed.
 - b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
 - c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
 - d. Hold monthly meetings with the contractor, either on site or off site for up to twenty-four (24) meetings.
3. Recommendations with Respect to Defective Work
 - a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.
4. Clarifications and Interpretations
 - a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders

Exhibit A

authorizing variations from the requirements of the Contract Documents will be made by City.

5. Change Orders

- a. Recommend change orders to City, as appropriate.
- b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

6. Shop Drawings and Samples

- a. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to thirty (30) shop drawings.

7. Substitutes and “or-equal”

- a. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- b. Provide recommendations to City

8. Inspections and Tests

- a. Review certificates of inspections and tests within ENGINEER’s area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

9. Disagreements between City and Contractor

- a. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor’s work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.

Exhibit A

10. Final Walkthrough and Punchlist Preparation

- a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - i. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work. ENGINEER will not have the authority or responsibility to stop the work of any Contractor.
- b. Compile punch list from information gathered during final walkthrough with City and Contractor.

Task 16 – RECORD DRAWINGS

A. Record Drawings

1. Obtain and review comments and field changes on the construction plans from City and Contractor.
2. Prepare record drawings based on comments and field changes. The ENGINEER will not be providing resident engineering services and will not be observing on a full-time basis, and will therefore not seal the record drawings. The record drawings will be provided in the following format:
 - a. (1) Mylar hardcopy full-size (22"x34")
 - b. PDF electronic copy

SCHEDULE

At a mutually agreed upon date.

Exhibit A

Compensation

The additional services described above will be accommodated by increasing the lump sum contract amount by **\$1,330,400**. The following table summarizes the revised contract amount:

Task	Original Contract	Amendment No. 1	Amendment No. 2	Revised Contract
Task 1 – Design Management	\$33,900	\$66,000	\$26,900	\$126,800
Task 2 – Alignment Study	\$336,000	\$0	\$0	\$336,000
Task 3 – Topographic Survey	\$319,200	\$18,100	\$146,100	\$483,400
Task 4 – Nationwide Permitting	\$40,100	\$0	\$23,000	\$63,100
Task 5 – Archeological Services	\$191,200	\$0	\$124,400	\$315,600
Task 6 – ESA Field Assessments and Tree Survey	\$99,800	\$0	\$50,000	\$149,800
Task 7 – Alignment Revisions	\$73,300	\$0	\$0	\$73,300
Task 8 – Easement Preparation	\$60,900	\$0	\$60,000	\$120,900
Task 9 – TxDOT RULIS	\$30,000	\$0	\$0	\$30,000
Task 10 – Gas Line Encroachment	\$75,000	\$0	\$15,000	\$90,000
Task 11 – Preliminary Design	\$0	\$860,500	\$326,100	\$1,186,600
Task 12 – Final Design	\$0	\$374,400	\$149,400	\$523,800
Task 13 – Bid Phase Services	\$0	\$46,100	\$25,100	\$71,200
Task 14 – Easement Acquisition Services	\$0	\$225,700	\$153,300	\$379,000
Task 15 – Construction Phase Services	\$0	\$0	\$209,900	\$209,900
Task 16 – Record Drawings	\$0	\$0	\$21,200	\$21,200
Totals:	\$1,259,400	\$1,590,800	\$1,330,400	\$4,180,600

Duly executed by each party's designated representative to be effective on the date subscribed by the CITY.

BY:
CITY OF DENTON, TEXAS

BY:
ENGINEER
Kimley-Horn and Associates, Inc

Chris Igo P.E.

Title: _____

Title: Chris Igo, Associate _____.

Date: _____

Date: 04/06/2026 _____

Certificate Of Completion

Envelope Id: 53826F97-E5AF-8836-80DA-5BA444549C82

Subject: Please DocuSign: City Council Contract 8213-001 Clear Creek Interceptor Amendment 2

Source Envelope:

Document Pages: 12

Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Sent

Envelope Originator:

Erica Garcia

901B Texas Street

Denton, TX 76209

erica.garcia@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

7/2/2026 8:32:18 AM

Holder: Erica Garcia

erica.garcia@cityofdenton.com

Location: DocuSign

Signer Events

Erica Garcia

erica.garcia@cityofdenton.com

Senior Buyer

City of Denton

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

Not Offered via DocuSign

Signature

Completed

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Signed: 7/2/2026 8:37:55 AM

Lori Hewell

lori.hewell@cityofdenton.com

Purchasing Manager

City of Denton

Security Level: Email, Account Authentication
(None)

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Initial

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Leah Bush

leah.bush@cityofdenton.com

Assistant City Attorney

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signed by:

3A6254145BDA469...

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Signature Adoption: Pre-selected Style

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Chris Igo

chris.igo@kimley-horn.com

Associate

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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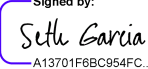
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Signature Adoption: Uploaded Signature Image

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Signed using mobile

Signer Events	Signature	Timestamp
Seth Garcia seth.garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None)	Signed by:  A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/16/2026 10:42:14 AM Viewed: 7/16/2026 10:56:08 AM Signed: 7/16/2026 10:56:45 AM

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

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Cassey Ogden
Cassey.Ogden@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kristi Fogle
kristi.fogle@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 7/17/2026 10:04:02 AM
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

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

Sent: 7/2/2026 8:37:57 AM

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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 City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Shawn Messick shawn.messick@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/7/2026 10:14:47 AM ID: 2e67a294-a713-4dd5-b5d6-cfb65d7025e8	COPIED	Sent: 7/16/2026 10:56:47 AM Viewed: 7/20/2026 3:03:40 PM
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Envelope Updated	Security Checked	7/14/2026 9:33:28 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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.

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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:	•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.

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- 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.