

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 BINKLEY & BARFIELD, INC., FOR DESIGN SERVICES FOR THE RINEY ROAD EAST RECONSTRUCTION PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7599-014 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO BINKLEY & BARFIELD, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$267,645.00).

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

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Binkley & Barfield, Inc., for design services for the Riney Road East Reconstruction Project for the Capital Projects Department, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

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

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

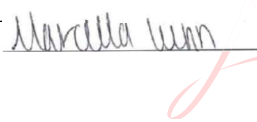
PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY:  \_\_\_\_\_  
Digitally signed by Marcella Lunn  
DN: dc=com, dc=cityofdenton,  
dc=codad, ou=Department Users  
and Groups, ou=General  
Government, ou=Legal,  
cn=Marcella Lunn,  
email=Marcella.Lunn@cityofdenton.com  
Date: 2023.10.25 16:52:21 -05'00'



Docusign City Council Transmittal Coversheet

PSA	7599-014
File Name	Riney Road East Reconstruction Design
Purchasing Contact	Cori Power
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 Binkley & Barfield, Inc., with its office at 1801 Gateway Boulevard, Suite 101, Richardson, TX 75080 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Riney Road East Reconstruction (the "PROJECT").

#### **SECTION 1** **Scope of Services**

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

#### **SECTION 2** **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$267,645.00 in the manner and in accordance with the fee schedule as set forth in Exhibit C. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Exhibit A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Exhibit B.

#### **SECTION 3** **Terms of Payment**

Payments to the ENGINEER will be made as follows:

## **A. Invoice and Payment**

- (1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Exhibit B 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 the 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 the same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Exhibit A.
- (2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

### **D. Preparation of Engineering Drawings**

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

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

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

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

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

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

- (1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Exhibit 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 Exhibit B 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 Exhibit B.

#### **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:

- Exhibit A - Scope of Services and Location Map
- Exhibit B – Schedule of Work
- Exhibit C – Compensation/Fee Proposal
- Exhibit D – Conflict of Interest Questionnaire

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  
CITY OF DENTON, TEXAS

\_\_\_\_\_  
Sara Hensley, City Manager

BY:  
ENGINEER  
BINKLEY & BARFIELD, INC.

DocuSigned by:

\_\_\_\_\_  
Antonio "Tony" Romo II, Managing Director

\_\_\_\_\_  
Authorized Agent, Title

Full Name: Antonio "Tony" Romo II

2023-1084004

TEXAS ETHICS COMMISSION  
CERTIFICATE NUMBER

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

DocuSigned by:

\_\_\_\_\_  
Jesus Salazar, City Secretary

Signature

\_\_\_\_\_  
Director of Capital Projects

Title

\_\_\_\_\_  
Capital Projects

Department

Date Signed: 10/20/2023

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

DocuSigned by:

BY: Marcella Lunn

\_\_\_\_\_  
4B070831B4AA438...

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **PROJECT DESCRIPTION:**

Project includes the widening of two segments of Riney Road from the existing 25-foot width to the full 38-foot face to face road section. The first of the two segments to be widened consists of approximately 1,310 linear feet from US 77 (N. Elm Street) along the frontage of an existing City of Denton park property to the eastern edge of the Vista Del Arroyo residential subdivision. The second section of Riney Road to be widened consists of approximately 270 linear feet along the frontage of two single family residential lots (2103 & 2119 Riney Road). The widening along the second section will require right-of-way acquisition. The project also consists of a 10-foot-wide concrete hike and bike trail to be constructed on City of Denton park property. The trail will extend from the new Denton ISD elementary school property on the north and connect to an existing concrete walk west of the softball fields. The hike and bike trail will also require a prefabricated pedestrian bridge for drainage swale crossing. Exhibit A-1 is attached to this scope showing a graphical representation of the proposed work under this scope. The Riney Road widening will also include addition of new storm lines, street lighting, and adjustment of existing utilities that may be in conflict.

#### **BASIC SERVICES:**

##### **A. Project Coordination and Data Collection**

1. Meet with CITY representatives for a kickoff meeting to discuss the details of the project and obtain design criteria, standard details, pertinent utility plans, record drawings, plats and right-of-way maps, existing easement information and other information available for the project area
2. Perform site visits to verify existing conditions and document with site photos and field notes, as necessary.
3. Prepare written progress reports to be submitted with monthly pay requests. The Engineer's written progress report shall describe activities during the reporting period, activities planned for the following period, information needed from the City and overall status of the project.
4. Develop and maintain a detailed project schedule.
5. Attend meetings with stakeholders as necessary to coordinate the project design
6. Use of Procore software throughout design, bidding, and construction of the project.

## **B. Conceptual Design (30% Complete)**

1. Prepare conceptual plans illustrating the following:
  - a. Existing surveyed features (right-of-way, easements, pavement, curbs, walls, fences, fire hydrants, trees, sidewalks, water meters, valves, utility boxes, manholes, inlets, and all other visible surface features).
  - b. Existing utility locations (water, sanitary sewer, and storm sewer)
  - c. Proposed typical section
  - d. Proposed horizontal street and sidewalk alignments
  - e. Proposed horizontal alignment storm sewer lines
  - f. Proposed lighting layout
  - g. Proposed right-of-way acquisition.
  - h. Proposed horizontal location of hike & bike trail and pedestrian bridge
  - i. Drive connection to existing park property on south side of Riney Road
2. Coordinate with affected utilities such as gas, telephone, cable TV, and electric to obtain accurate information for the location of their facilities.
3. Prepare an estimate of construction quantities and develop the conceptual statement of probable construction cost.
4. Submit conceptual plans and Opinion of Probable Construction Cost (OPCC) to the City for review.
5. Meet with City to discuss 30% plan set review.

## **C. Preliminary Design (60% Complete)**

1. Attend Conceptual Design Review meeting with City staff to discuss layouts and receive feedback on proposed alignments.
2. Incorporate City's review comments from conceptual design submittal.
3. Prepare preliminary construction plans. Prepare the following drawings to an approved scale:
  - a. Cover Sheet
  - b. General Notes Sheet
  - c. Quantity Sheet
  - d. Project Layout and Control Sheets
  - e. Demolition Plan & Plan Sheets
  - f. Typical Sections
  - g. Roadway Plan & Profile Sheets
  - h. Hike and Bike Trail Plan & Profile Sheets
  - i. Pedestrian Bridge Abutment Design
  - j. Drainage Area Map
  - k. Drainage Calculations Sheet
  - l. Storm Sewer Plan & Profile Sheets
  - m. Street Lighting Sheets
  - n. Pavement Markings and Signage Sheets
  - o. Erosion Control Sheets

- p. Construction Phasing and Traffic Control Plans and Notes
  - q. Cross Sections at 50' intervals
  - r. Detail Sheets
4. Drainage analysis of existing street, inlet, and storm drainage system capacity in compliance with the current City standards
  5. Recommendation for proposed storm sewer system improvements (if needed)
  6. Provide an electronic PDF format set of plans to the City for distribution to the franchise utility companies affected by the construction.
  7. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
  8. Submit preliminary plans and cost estimate to the City for review.
  9. Meet with City staff to discuss comments regarding 60% submittal review.

#### **D. Pre-Final Design (90% Complete)**

1. Attend Preliminary Design Review meeting with City staff to receive feedback on submittal.
2. Revise plans incorporating comments from preliminary submittal.
3. Incorporate comments from franchise utility companies.
4. Prepare plans for Pre-Final Submittal. Submittal will include cross sections for each driveway.
5. Prepare special technical specifications required to construct the project.
6. Revise estimate of construction quantities and preliminary statement of probable construction cost.
7. Prepare list of bid item descriptions.
8. Submit pre-final plans, outline of special technical specifications, opinion of probable construction costs, and list of bid item descriptions.
9. Provide an electronic PDF format set of plans to the City for distribution to the franchise utility companies affected by the construction.
10. Meet with City to discuss 90% submittal review.

#### **E. Final Design (100% Complete)**

1. Attend Pre-Final Design Review meeting with City staff to receive feedback on submittal.
2. Revise plans incorporating comments from the pre-final submittal.
3. Incorporate comments from franchise utility companies.
4. Prepare plans for Final submittal.
5. Finalize any special technical specifications.
6. Incorporate standard details into the construction plans and prepare additional details as required.
7. Prepare final construction quantity take-offs and final construction cost estimates.
8. Finalize list of bid item descriptions.



9. Submit final plans, special technical specifications, opinion of probable construction costs, bid schedule, and bid item descriptions.
10. Incorporate City final comments into the plans and bid documents.
11. Prepare construction plans and specifications to be issued for bidding.

#### **F. Bid Phase Services**

1. Assist City staff in advertising for bids
2. Provide responses to questions submitted during bidding process.
3. Assist City in interpreting bid documents.
4. Attend pre-bid meeting.
5. Prepare and provide the City with addenda to bid documents, if necessary.

#### **G. Construction Phase Services**

1. Attend and assist City in holding a pre-construction conference and a public meeting.
2. Review shop drawings and material submittals.
3. Review proposed construction schedules, if requested by City Staff.
4. Review and provide written responses to Requests for Information (RFIs).
5. Assist City PM with construction change orders, if necessary.
6. Site visits by the design Engineer, as required during construction and attendance of one (1) construction meeting per month.
7. Assist City Staff in conducting final inspection.
8. Recommend final acceptance of completed work.
9. Prepare construction "Record Drawings" updating the project plans to reflect any field changes or plan revisions. Record drawings shall be delivered in a digital format. The drawings shall be 24" x 36" in size and shall bear "Record Drawing" stamp and the seal and signature of the Engineer along with the date.
10. Construction Phase Services will be billed on an hourly not to exceed basis and includes the following estimated time:
  - 13 hours of a Sr. Project Manager at \$290/hr
  - 25 hours of a Project Engineer at \$161/hr
  - 50 hours of EIT II at \$145/hr

#### **SPECIAL SERVICES:**

##### **A. Design Survey Riney Road**

1. **Survey Control**
  - a. Establish a minimum of four (4) horizontal and vertical control points along Riney Road and place the points where they will be unlikely to be disturbed during the construction phase of the project.
  - b. Prepare Survey Control and Index sheet(s) for the PS&E plan set
  - c. Control will be established based on City of Denton GPS Benchmarks or other as required.

## **2. Topographic and Existing ROW Survey**

The survey limits shall extend from the existing north ROW line of Riney Road to its existing (proposed) south ROW line, and the north 100' of Hardaway Road from its existing west ROW line to its existing east ROW line. Services shall include:

- a. Perform abstracting (deed/plat research)
- b. Locate and tie boundary corners along Riney Road and intersecting streets.
- c. Determine the existing ROW of Riney Road, intersecting streets and adjacent land boundaries on the south side of Riney Road. The existing ROW will be shown on the topographic survey.
- d. Obtaining elevations and locations of existing paving, improvements, driveways, signs, natural ground, ditches, irregularities in the natural ground and other visible features within and adjacent to the project. Full topo will include cross sections of roadway at approximate 50-foot intervals. "Texas 811" will be notified to have utilities marked and flagged prior to beginning the fieldwork. Utilities within and adjacent to the limits shall be located and tied based on visual evidence and provided plans and maps. The flow line elevations and pipe sizes shall be obtained on storm sewer lines, sanitary sewer lines and culverts. The top and flow line elevations will be obtained on inlets, manholes, and drainage structures. Trees with a trunk diameter of 4 inches or greater will be tied.
- e. Existing utility information shall be based on visible evidence and as-built or other information provided by the Client.

## **3. Parcels for Acquisition – Survey Legal Description**

Baseline shall prepare surveys of two (2) parcels (2103 & 2119 Riney Road) for acquisition to support the widening of Riney Road. The parcels are located on the east and west side of Hardaway Road, on the south side of Riney Road. Services shall include preparing signed and sealed survey drawings and metes and bounds descriptions for each tract of land. The proposed ROW will be staked on the ground and the surveys will be signed and sealed by a Texas Registered Professional Land Surveyor.

## **B. Design Survey – Hike & Bike Trail**

The exact locations (Survey Limits) of the proposed walking trails shall be provided by the Client prior to performing the topographic survey. Based on the exhibit provided within the email from the Client, Baseline shall provide the following:

**1. Survey Control**

- a. Establish a minimum of five (5) horizontal and vertical control points generally along the proposed trail routes and place where the points will unlikely to be disturbed during the construction phase of the project.
- b. Prepare Survey Control and Index sheet(s) for the PS&E plan set
- c. Control will be established based on City of Denton GPS Benchmarks or other as required.

**2. Boundary Line Survey**

- a. Perform abstracting (deed/plat research)
- b. Locate and tie boundary corners generally along and near the proposed route of the trails.
- c. Determine the existing boundaries which will affect the proposed trails. The existing boundaries will be provided to the Client prior to performing the topographic survey to determine the location of the proposed trails

**3. Topographic Survey**

The survey limits shall extend approximately twenty (20) feet on both sides of the proposed centerline of the proposed trails. The location of the trails shall be provided by the Client utilizing the above boundary line survey. Services shall include:

- a. Obtaining elevations and locations of existing paving, improvements, driveways, signs, natural ground, ditches, irregularities in the natural ground and other visible features within and adjacent to the project. Full topo will include cross sections along the proposed trail routes at approximate 50-foot intervals. "Texas 811" will be notified to have utilities marked and flagged prior to beginning the fieldwork. Utilities within and adjacent to the project shall be located and tied based on visual evidence and provided plans and maps. The flow line elevations and pipe sizes shall be obtained on storm sewer lines, sanitary sewer lines and culverts. The top and flow line elevations will be obtained on inlets, manholes, and drainage structures. Trees with a trunk diameter of 4 inches or greater will be tied.
- b. Existing utility information shall be based on visible evidence and as-built or other information provided by the Client.

**C. Roadway Illumination Coordination**

This task will include coordination with Denton Municipal Electric (DME). Binkley & Barfield will provide roadway plans and CAD files to DME for their design of the street light system for Riney Road. Binkley & Barfield will coordinate its roadway design with the DME lighting design and include DME produced plans in the project bid set. This task does not include and roadway illumination design efforts by Binkley & Barfield, and consists only of coordination and inclusion of DME plans in the project bid set.

#### **D. TxDOT Permit Assistance**

This task will include preparing permit plans for submittal for a TxDOT permit for pavement connection to US 77 on the east side of the project. The task also includes addressing comments from TxDOT and coordination with the City of Denton to obtain permits. Task includes assisting City, as required, to obtain TxDOT permits for construction project.

#### **E. Parcel Acquisition Services**

This will include services of a right-of-way acquisition firm. Services will be for two property locations (2103 & 2119 Riney Road). Services will include appraisals and acquisition services. If condemnation services are required, this can be provided under separate contract.

##### **1. Appraisals**

- a. Provide appraisal of the property value associated with the right-of-way take for Riney Road Widening.

##### **2. Right-of-Way Acquisition**

- a. Provide negotiations with landowners for settlement of right-of-way take for Riney Road.

#### **F. Geotechnical**

This task will include performing a total of eight (8) borings. These soil borings will be drilled with a truck mounted drill rig. Seven (7) borings will be drilled to a depth of 10 feet below existing grade for the roadway widening and hike and bike trail. One boring will be drilled to a depth of 40 feet or 10 feet into the component bedrock (whichever is shallower) from the existing grade for the prefabricated pedestrian bridge. Soil samples will include moisture content, Atterberg Limits, passing No. 200 sieve, soluble sulfate, lime/pH series and unconfined compression test and preparation of an engineering report. The engineering report will include the following;

- Observations from the site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
- A review of the published soil and geologic conditions and their relevance to the planned development.
- A subsurface characterization and description of the field exploration and laboratory tests performed. Groundwater concerns relative to the planned construction, if any, will be summarized.
- Final logs of the soil borings and records of the field exploration in accordance with the standard practice of geotechnical engineers, and the results of the laboratory tests will be noted on the final boring log or included on a separate test report sheet.
- Geotechnical design parameters for suitable foundations for prefabricated pedestrian bridge. This will also include estimates of the predicted foundation movement and soil moduli.

- Recommendations for preparation of subgrade.
- Pavement design recommendations according to the City of Denton Transportation Design Criteria Manual, 2022 specification requirements for construction based on the traffic data provided by the City.
- Compaction requirements and suitable material guidelines for the grading the site.
- Testing and recommendations for pavement design related to sulfates.
- Recommendations regarding surface and subsurface drainage, during and after construction.
- Recommendations for seismic site classification in accordance with the International Building Code (IBC).

## **G. TDLR Registration, Review, and Inspection**

### **1. TDLR Services**

- a. Register the project with TDLR Texas Architectural Barriers System.
- b. Provide a PROWAG compliance review of the construction plans. The compliance review shall be performed by a licensed RAS.
- c. Provide a post construction inspection and final report. The inspection and report to be performed by a licensed RAS.
- d. Provide follow up inspections following corrective action by the Contractor, to confirm compliance.
- e. Complete all necessary documentation and submit to TDLR.

### **Reimbursable Expenses:**

Costs for any required mailing, printing, and mileage.

### **Client Provided Services:**

The Client shall provide to Binkley & Barfield, Inc. the following:

1. Available record drawings
2. Available planimetric data
3. Available aerial imagery
4. Contract Documents boiler plate
5. Standard details
6. Design criteria
7. Other information pertinent to the project
8. Right-of-entry coordination with property owners for surveyor to access yards and driveways

### **Exclusions:**

- Right-of-entry coordination for surveying and construction

- Construction staking
- Right-of-way/easement documents
- SWPPP
- Preparation of bid tabulations
- Evaluation of bidders
- Providing recommendation of contract award
- Preparation of construction change orders
- Street Illumination Design

Not This Contract

**EXHIBIT A-1**  
**PROPOSED WORK THIS CONTRACT IN RED**

Bonnie Brae Road

New Elem. School

Hardaway Road

Riney Road

Widen Riney to 38'  
Face to Face from  
Exist 25' Width  
Approx. 270 LF  
R-O-W Aquisition 2  
Tracts

Widen Riney to 38'  
Face to Face from  
Exist. 25' Width  
Approx. 1,310 LF

New Drive to Park  
Property

Prefab Pedestrian Bridge

10' Wide Concrete Trail  
Approx. 1,700 LF

10' Wide Concrete Trail  
Approx. 7,50 LF



**EXHIBIT "B"**

**SCHEDULE OF WORK**

City of Denton Riney Road Expansion Estimated Schedule 9/13/2023				
	Activity	Estimated Start Date	Completion Time (Calendar Days)	Estimated End Date
1	Notice to Proceed (Professional Services)	16-Oct-23	1	16-Oct-23
2	Design Survey	17-Oct-23	60	16-Dec-23
3	Conceptual Design (30%)	16-Dec-23	40	25-Jan-24
4	City Review (30%)	25-Jan-24	15	9-Feb-24
6	Preliminary Design (60%)	9-Feb-24	60	9-Apr-24
7	City Review	9-Apr-24	15	24-Apr-24
8	Pre-Final Design (90%)	24-Apr-24	45	8-Jun-24
9	City Review	8-Jun-24	15	23-Jun-24
10	Final Design (100%) (100% Review Set)	23-Jun-24	30	23-Jul-24
11	City Review	23-Jul-24	15	7-Aug-24
12	Signed & Sealed Submittal	7-Aug-24	5	12-Aug-24
13	Bid Phase	12-Aug-24	30	11-Sep-24
15	Construction	11-Sep-24	270	8-Jun-25



**EXHIBIT "C"**  
**FEE PROPOSAL**

DESCRIPTION	AMOUNT
<b>BASIC SERVICES</b>	
A. Project Coordination and Data Collection ( <i>Lump Sum</i> )	\$7,500.00
B. Conceptual Design - 30% Plans ( <i>Lump Sum</i> )	\$25,000.00
C. Preliminary Design - 60% Plans ( <i>Lump Sum</i> )	\$55,500.00
D. Pre-final Design 90% Plans ( <i>Lump Sum</i> )	\$35,000.00
E. Final Design 100% Plans ( <i>Lump Sum</i> )	\$20,000.00
F. Bid Phase Services ( <i>Lump Sum</i> )	\$3,500.00
G. Construction Phase Services ( <i>Est. Hourly</i> )*	\$15,045.00
<b>Total Basic Services Fee:</b>	<b><u>\$161,545.00</u></b>
*See Section G in Scope of services for estimated hourly breakdown	
<b>Reimbursable Expenses:</b>	<b>\$1,000</b>
Costs for any required mailing, printing, and mileage.	
<b>Total Reimbursable Fee:</b>	<b><u>\$1,000</u></b>
<b>SPECIAL SERVICES</b>	
A. Design Survey Riney Road ( <i>Lump Sum</i> )	
1. Survey Control	\$3,000.00
2. Topographic and Exist. ROW Survey	\$11,400.00
3. Parcels for Acquisition (2 @ \$3,240 Ea.)	\$6,480.00
B. Design Survey Hike & Bike Trail ( <i>Lump Sum</i> )	
1. Survey Control	\$3,720.00
2. Boundary Line Survey	\$6,270.00
3. Topographic Survey	\$13,080.00
C. Roadway Illumination ( <i>Est. Hourly</i> )	\$9,000.00
D. TxDOT Permit Assistance ( <i>Lump Sum</i> )	\$5,000.00
E. Parcel Acquisition Services ( <i>Lump Sum</i> )	
1. Appraisals (2 @ \$4,600 Ea.)	\$9,200.00
2. Right-of-Way Acquisition (2 @ 6,900 Ea.)	\$13,800.00
F. Geotechnical	\$20,150.00
G. TDLR Registration, Review, Inspection ( <i>Lump Sum</i> )	\$4,000.00
<b>Total Special Services Fee:</b>	<b><u>\$105,100.00</u></b>
<b>Total Fee:</b>	<b><u>\$267,645.00</u></b>



## Binkley & Barfield, Inc.

### 2023 Billable Rates by Classification

Classification	Unit	Billable Rate
Principal	Hour	\$318.00
Sr. Project Manager	Hour	\$290.00
Project Manager	Hour	\$225.00
Structural Engineer	Hour	\$225.00
Construction Manager	Hour	\$225.00
Sr. Project Engineer	Hour	\$190.00
Project Engineer	Hour	\$161.00
Field Engineer	Hour	\$175.00
Electrical & Instrumentation Engineer	Hour	\$190.00
Engineer Technician	Hour	\$158.00
EIT II	Hour	\$145.00
Graduate Engineer/EIT I	Hour	\$127.00
Structural Inspector	Hour	\$145.00
Construction Observer/Sr. Inspector III	Hour	\$145.00
Construction Observer/Inspector II	Hour	\$135.00
Construction Observer/Inspector I	Hour	\$110.00
Sr. Designator	Hour	\$122.00
Designator	Hour	\$105.00
Sr. Utility Coordinator	Hour	\$176.00
Utility Coordinator	Hour	\$154.00
Production Manager	Hour	\$237.00
Production Technician	Hour	\$99.00
Sr. Electrical Designer	Hour	\$165.00
Sr. CADD/Designer	Hour	\$157.00
CADD/Designer	Hour	\$142.00
CADD Technician	Hour	\$117.00
GIS Manager	Hour	\$150.00
GIS Analyst	Hour	\$107.00
Sr. Clerical/Administrator/Document Specialist/Recordkeeper	Hour	\$100.00
Clerical/Administrator	Hour	\$92.00
3D Modeling	Day	\$955.00

*\*These rates are subject to a Consumer Price Index (CPI) adjustment.*

#### Direct Expenses

1. Subconsultant, reproduction, delivery, and other associated expenses shall be reimbursed at cost plus 10%.
2. Mileage shall be reimbursed at the current federal rate as published by the IRS.

**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.**

Binkley & Barfield, Inc.

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

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

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

\_\_\_\_\_  
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:

Antonio "Tony" Romo II

10/20/2023

B2707A384F9A4FD  
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 3<sup>rd</sup> degree of affinity (marriage) or consanguinity (blood or adoption)

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

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

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

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

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

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

**Certificate Of Completion**

Envelope Id: F834EC194DF24C24B0294F486233603A

Status: Sent

Subject: Please DocuSign: City Council Contract 7599-014 Riney Road East Reconstruction

Source Envelope:

Document Pages: 34

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Envelopel Stamping: Enabled

Denton, TX 76209

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

cori.power@cityofdenton.com

IP Address: 198.49.140.104

**Record Tracking**

Status: Original

Holder: Cori Power

Location: DocuSign

10/13/2023 2:39:04 PM

cori.power@cityofdenton.com

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

Cori Power

**Completed**

Sent: 10/17/2023 3:35:14 PM

cori.power@cityofdenton.com

Viewed: 10/17/2023 3:35:28 PM

Purchasing Supervisor

Signed: 10/17/2023 3:35:39 PM

City of Denton

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Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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Lori Hewell



Sent: 10/17/2023 3:35:41 PM

lori.hewell@cityofdenton.com

Viewed: 10/18/2023 8:17:34 AM

Purchasing Manager

Signed: 10/18/2023 8:20:07 AM

City of Denton

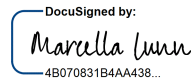
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Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.10

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

Marcella Lunn



Sent: 10/18/2023 8:20:10 AM

marcella.lunn@cityofdenton.com

Viewed: 10/20/2023 3:33:03 PM

Mack Reinwand City Attorney

Signed: 10/20/2023 3:36:00 PM

City of Denton

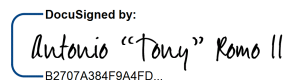
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Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.10

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

Antonio "Tony" Romo II



Sent: 10/20/2023 3:36:03 PM

ARomo@binkleybarfield.com

Viewed: 10/20/2023 3:36:37 PM

Managing Director


Signed: 10/20/2023 3:40:35 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 72.183.204.31

**Electronic Record and Signature Disclosure:**  
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ID: 31b3fcd5-5b9c-416d-91e5-6df8c1c2bdac

Signer Events	Signature	Timestamp
<p>Trevor Crain, PMP Trevor.Crain@cityofdenton.com rector of Capital Projects City of Denton Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 10/20/2023 6:34:49 PM ID: 052c1a5a-cebc-49c5-853b-50d52597add6</p>	<p>DocuSigned by:  7B46EEAB11BC4F2...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.194.130.227 Signed using mobile</p>	<p>Sent: 10/20/2023 3:40:38 PM Viewed: 10/20/2023 6:34:49 PM Signed: 10/20/2023 6:35:44 PM</p>
<p>Cheyenne Defee cheyenney.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		<p>Sent: 10/20/2023 6:35:49 PM</p>
<p>Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Jesus Salazar jesus.salazar@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 10/20/2023 6:05:00 PM ID: 5944cfe3-5a71-4fa3-8b18-e2ca85518295</p>		

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Cheyenne Defee cheyenney.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 10/17/2023 3:35:42 PM</p>

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Jesus Perez Jesus.Perez@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 9/14/2023 1:37:37 PM ID: ada6eb6d-9a6a-4074-92d3-5fd85195f04b	<div>COPIED</div>	Sent: 10/20/2023 6:35:47 PM Viewed: 10/23/2023 2:00:34 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2023 3:35:14 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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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**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](mailto:purchasing@cityofdenton.com)

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

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

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.

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**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](mailto: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"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

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

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

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

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.