

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 WESTWOOD PROFESSIONAL SERVICES, INC. DBA PELOTON LAND SOLUTIONS, INC., FOR DESIGN SERVICES FOR NEIGHBORHOOD 5B & OAKLAND DRAINAGE FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8377-003 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO WESTWOOD PROFESSIONAL SERVICES, INC. DBA PELOTON LAND SOLUTIONS, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$4,512,215.00).

WHEREAS, on February 20, 2024, the City Council approved a pre-qualified professional services list of state certified Transportation Engineers for various improvements and public safety-related projects within the City of Denton (Ordinance 24-276), and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; 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 Westwood Professional Services, Inc. dba Peloton Land Solutions, Inc., to provide professional design services for the City of Denton, 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 [___ - ___]:

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

PASSED AND APPROVED this the _____ day of _____, 2024.

GERARD HUDSPETH, MAYOR

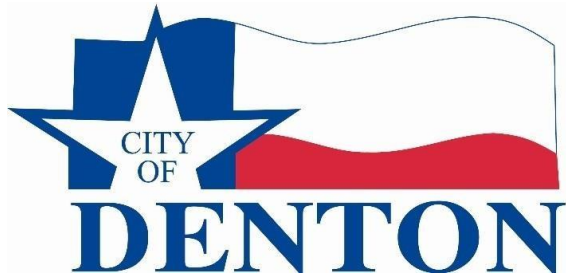
ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Marcella Lunn

BY: _____



DocuSign City Council Transmittal Coversheet

PSA	8377-003
File Name	Neighborhood 5B & Oakland Drainage
Purchasing Contact	Erica Garcia
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 Westwood Professional Services, Inc. dba Peloton Land Solutions, Inc., a Westwood Company, with its corporate office at 2805 North Dallas Parkway, Suite 150, Plano, TX 75093 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: 8377-003 Neighborhood 5B & Oakland Drainage(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 \$4,512,215 in the manner and in accordance with the fee schedule as set forth in Exhibit B. 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 C.

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 C to reasonably substantiate the invoices.
- (2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.
- (3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.
- (4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
- (5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4 Obligations of the Engineer

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

C. Subsurface Investigations

- (1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in 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 B.
- (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 \$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 \$1,000,000 combined single limit. 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 limit 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 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 otherwise acceptable to

CITY, 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 C 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 C.

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 and without liability or legal exposure to ENGINEER. 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, pandemic, epidemic 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 THIRD PARTY 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, 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, LIABILITIES, OR LOSSES CAUSED BY 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 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City’s Conflict of Interest Questionnaire.

R. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract

unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

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

The contractor shall:

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

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

S. Agreement Documents

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

Exhibit A – Scope of Services

Exhibit B – Compensation and Method of Payment; Detailed Fee Breakdown; and Rates Schedule

Exhibit C – Schedule

Exhibit D – Project Limits Map

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

The parties agree to transact business electronically. Any statutory requirements that

certain terms be in writing will be satisfied using electronic documents and signing.
Electronic signing of this document will be deemed an original for all legal purposes.

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

BY:
CITY OF DENTON, TEXAS

Sara Hensley, City Manager

BY:
ENGINEER
Peloton Land Solutions, Inc., a Westwo
Company

DocuSigned by:
Brian Oneill Senior Director, Public

71B791D328BA455...
Authorized Agent, Title

Full Name: Brian Oneill

2024-1174223

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

DocuSigned by:
Traci Cain, PMP

7B46EEAB11BC4F2...

Signature

Director of Capital Projects

Title

Capital Projects

Department

Date Signed: _____

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
Marcella Lunn

4B070831B4AA438...

BY: _____



April 12, 2024
Project No.: 0052050.00

Mr. Seth Garcia
Deputy Director of Capital Projects
CITY OF DENTON
401 North Elm Street
Denton, Texas 76209

Re: Professional Civil Engineering Services
Neighborhood 5B & Oakland Drainage
Denton, Denton County, Texas

Dear Mr. Garcia:

Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company. is pleased to submit this proposal to provide professional civil engineering services relating to the Neighborhood 5B & Oakland Drainage. The projects consists of reconstruction of public streets within the Neighborhood Section 5B as well as replacement of select sections of water and wastewater infrastructure, sidewalks, and illumination. In addition, the project will upgrade the drainage systems within the Neighborhood Section 5B with improvements to the storm infrastructure and installation of a detention pond upstream of site.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- EXHIBIT A - Scope of Services
- EXHIBIT B - Compensation and Method of Payment; Detailed Fee Breakdown; Rates Schedule
- EXHIBIT C - Schedule
- EXHIBIT D - Project Limits Map

Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,

A handwritten signature in blue ink that reads "Paul Hodges".

Paul Hodges, P.E.
Project Manager

A handwritten signature in blue ink that reads "Brian Haynes".

Brian Haynes, P.E., CFM
Program Manager

EXHIBIT A to Agreement between the City of Denton, Texas (“Client”) and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company (“Westwood”) for Consulting Services

EXHIBIT ‘A’ – SCOPE OF SERVICES

NEIGHBORHOOD 5B & OAKLAND DRAINAGE

PROJECT DESCRIPTION:

The project consists of reconstruction of public streets within the Neighborhood Section 5B as well as replacement of select sections of water and wastewater infrastructure, sidewalks, and illumination. In addition, the project will upgrade the drainage systems within the Neighborhood Section 5B with improvements to the storm infrastructure and installation of a detention pond upstream of site. Refer to Exhibit ‘E’ for Project Limits Map.

A. Project Management, Coordination, & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities.
- Ensure quality control is practiced in performance of the work.
- Communicate internally among team members.
- Allocate team resources.

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with Client staff to confirm and clarify scope, understand Client objectives, and ensure economical and functional designs that meet Client requirements.
- Conduct review meetings with the Client at the end of each design phase.
- Attend public meetings with stakeholders. City will host meetings and Westwood will provide exhibits and technical support for the meetings.
- Prepare and submit monthly invoices in the format acceptable to the Client.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, Westwood shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Westwood shall work with regulatory authorities to work towards approval of the designs and permitting.

EXHIBIT A to Agreement between the City of Denton, Texas (“Client”) and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company (“Westwood”) for Consulting Services

3. Franchise Utility Coordination:

- Westwood will consult with the Client, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Westwood will design Client facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
- Westwood will coordinate with utility owners related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction. Franchise utility will be responsible for preparing utility relocation plans.

4. Construction Manager at Risk (“CMAR”) Services:

Westwood shall provide the following Pre-Construction Engineering Services to support delivery of the project by CMAR. Westwood will assist the CMAR with Pre-Construction Services which include:

- Attend design workshops with CMAR and Client to review plan progress, provide value engineering, and constructability. Design workshops will include in-person meetings consisting of Westwood team, CMAR, and Client. These meetings will be held at project milestones (Project Kick-Off, 10%, 30% ,60%, and 90% Submittals) and in-between as agreed to between Westwood, CMAR, and Client.
- Attend up to Two (2) Traffic Control design workshops to discuss project sequencing, phasing, and construction timelines.
- Westwood will document and summarize CMAR and Client comments during design workshops by preparing comment resolutions and response matrix.
- Westwood will modify/update engineering design plans in conjunction with input from the CMAR. Proposed changes to the plans will be evaluated by Westwood before development of updated plans, for benefit to the project to gain efficiency, reduced time, and/or cost.
- Westwood will assist the CMAR to prepare conceptual, preliminary, and final plans, specifications, and quantities for the construction bid packages.
- Prepare design exhibits to analyze alternative design options as needed in conjunction with input from CMAR.
- Prior to the 60% percent review meeting with the CMAR and Client, Westwood shall schedule and attend a project site visit with the CMAR and Client to walk the project. Westwood shall summarize the comments from the field visit and submit this information to the Client in writing.

Assumptions:

- One (1) pre-design project kick-off meeting.
- This project will be delivered through a Construction Manager at Risk (CMAR) process. It is assumed the CMAR will start the beginning of design process. Coordination with the CMAR will begin at project design kick-off.

EXHIBIT A to Agreement between the City of Denton, Texas (“Client”) and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company (“Westwood”) for Consulting Services

- The Project Design phase is estimated to be Sixteen (16) months and the Project Construction phase is anticipated to take up to Twenty-Two (22) months for a total project duration of Thirty-Six (36 Months).
- Four (4) milestone plan review meetings (10%, 30%, 60%, and 90%). The four (4) milestone meetings are included in the CMAR Constructability Review meetings as part of the Pre-Construction phase services.
- Thirty-Two (32) bi-weekly design team meetings will be held over Sixteen (16) month design duration.
- Attendance for up to Two (2) public meetings and the preparation of exhibits and documents for meetings. Anticipated stakeholders include Texas Woman’s University and property owners within the Neighborhood 5B vicinity.
- All submittals to the CMAR and Client will go through a Quality Control & Quality Assurance process prior to submission.
- Monthly Project Status Reports will be provided with monthly invoice updates. Thirty-six (36) invoices are anticipated for this project, based on total project duration.

B. Conceptual Design Study (10% Submittal)

The Conceptual Design shall be submitted to Client per the approved Project Schedule. The Conceptual Design will include data collection of existing conditions, preparation of refined drainage study, and conceptual design alternative analysis. The purpose of the conceptual design is for Westwood to:

- Study the project.
- Identify and develop alternatives.
- Present (through the defined deliverables) alternatives to the Client.
- Recommend the alternatives that successfully address the design problem.
- Obtain the Client’s endorsement of the selected concept.

Westwood will develop the conceptual design of the infrastructure as follows.

1. Data Collection:

- In addition to data obtained from the Client, Westwood will research proposed improvements in conjunction with any other planned future improvements known by the Client that may influence the project.
- Westwood will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT, TCEQ, FEMA and USACE), Client Master Plans, and property ownership as available from the Tax Assessor's office.
- Collect information and schedule of nearby construction projects to ensure closures/construction do not interfere with each other.
- Westwood will prepare existing constraints base file (CAD) by combining collected topo, SUE, boundary, utility locates, record drawing information and other collected information. This base file will be used for design of improvements and exhibits.

EXHIBIT A to Agreement between the City of Denton, Texas (“Client”) and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company (“Westwood”) for Consulting Services

2. Prepare Refined Drainage Study:

- Westwood will prepare refined drainage study of the Pecan Creek basin to verify and analyze previous study and establish working models for drainage improvements. Westwood will utilize existing Pecan Creek and Oakland Street drainage studies and hydraulic models, prepared by Halff Associates, as baseline for refined drainage study analysis.
- Westwood will refine the hydrologic analysis and hydraulic models for existing conditions based on current data collection, field survey and field observations.
- Examine N. Pecan Creek channel adjacent to Marshall St. and analyze improvements. Potential improvements may include channel improvements, and crossings at Oakland St. and Austin St. Both bridge and culvert improvement alternatives crossings will be considered and examined.
- Oakland Street drainage improvements from previous study will be evaluated for feasibility and alternative options will be explored, as needed.
- Examine conceptual Quakertown Park N. Pecan Creek natural channel revitalization alternatives.
- Westwood will analyze and consider additional alternative design concepts (if any are determined during study) and present alternatives to the Client.
- Preparation of concept design exhibits for drainage improvements (including detention ponds, culverts, and channel improvements) will be developed for Right-Of-Way and planning purposes.
- Execute Models/Analyze Results.
- Prepare Refined Drainage Study Report.

3. Conceptual Design Exhibits and Alternatives Analysis:

- Alternative design concepts (if any are determined) will be analyzed, considered for strengths, weaknesses, and cost benefit for each, and presented to the Client.
- Mitigation issues shall be identified, and viable solutions must be approved during the Conceptual Design Phase.
- Westwood will analyze alternative typical sections of streets and prepare exhibits for client to review and select.
- Analyze sanitary sewer crossing at N. Pecan Creek and prepare re-routing alternatives.
- Drainage improvement analysis will include Oakland Street storm drainage trunklines, N. Pecan Creek culverts or bridges, conceptual Marshall Street channel improvements between Austin Street and Oakland Street, conceptual Quakertown Park N. Pecan Creek natural channel revitalization, preliminary detention pond sizing and location, and proposed shopping center culverts alignment.
- Conceptual plans shall include H&H analysis to confirm the Proposed Design does not cause adverse downstream water surface elevation (WSEL) and Velocity impacts.
- Preliminary phasing of construction.
- Documentation of key design decisions.

Pre-Construction CMAR Services:

EXHIBIT A to Agreement between the City of Denton, Texas (“Client”) and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company (“Westwood”) for Consulting Services

- Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs (OPCC) per task A.4.
- Attend Design Workshops for Project Kick-Off and 10% submittals per task A.4.

Deliverables:

1. Refined Drainage Study Report
2. Conceptual Design Layouts
3. Utility Conflict Plan PDF and Matrix
4. CAD Files for Survey and SUE
5. Preliminary Jurisdictional Determination Report
6. Environmental Sensitive Area Assessment
7. Cultural Resource Assessment
8. CLOMR (if required)

C. Conceptual Packages (30% Construction Plans)

At such time Westwood is directed by Client for selected alternatives from conceptual design study, Westwood shall prepare Conceptual Design Packages. The project is split into two separate engineering packages based on location and proximity of improvements; Streets Package consisting of improvements within the street project limits, and the Drainage Package consisting of detention site and culvert improvements within the drainage project limits.

Street Package Improvement Limits:

Oakland Street (Northern N. Locust St. intersection to Southern N. Locust St. intersection)

Austin Street (Oakland St. to Congress St.)

Texas Street (Oakland St. to Bell St.)

Withers Street (Oakland St. to Bell St.)

Marshall Street (Locust St. to Oakland St.) – Channel Improvements

Drainage Package Improvement Limits:

Detention Site (Empty tract west of North Texas Fair and Rodeo)

Denton Shopping Center Parking Lot – Culvert Improvements

1. Drainage Package:

The 30% drainage package will include engineering sheets showcasing existing conditions and proposed improvements:

- Cover Sheet
- Index
- Project Layout
- Removal Plans
- Preliminary Grading Plans
- Preliminary Paving Plan Sheet
- Preliminary Drainage Area Maps
- Preliminary Drainage Plan & Profiles
- Preliminary Utility Adjustment Layouts

EXHIBIT A to Agreement between the City of Denton, Texas (“Client”) and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company (“Westwood”) for Consulting Services

2. Streets Package:

The 30% streets package will include engineering sheets of each street showcasing existing conditions and proposed improvements.

- Cover Sheet
- Index
- Project Layout
- Traffic Control Plan
- Removal Plans
- Preliminary Plan & Profile
- Preliminary Typical Sections
- Preliminary Drainage Area Maps
- Preliminary Drainage Plan & Profile
- Preliminary Water Layout
- Preliminary Sewer Plan & Profile
- Preliminary Retaining Wall Layout
- Preliminary Bridge Layout (as needed)
- Preliminary Culvert Layout (as needed)
- Marshall Street Channel Improvement Layouts (as needed)

Pre-Construction CMAR Services:

- Assist CMAR in developing construction quantities and develop the preliminary opinion of probable construction costs for both packages per task A.4.
- Attend Design Workshops for TCP and 30% submittals per task A.4.

Deliverables:

1. Conceptual Design Packages with QAQC Documentation. Submit two (2) full sized 22”x34” sets, and two (2) half sized 11”x17” sets of drainage and streets packages.
2. Utility Conflict Plans for franchise utility review
3. Geotechnical Report
4. Opinions of Probable Construction Cost
5. Public Meeting Exhibits (as required per Client request)
6. Phase 1 Environmental Site Assessment (If required)
7. ALTA Survey (If required)
8. TCEQ Submittal

D. Preliminary Design (60% Construction Plans)

At such time Westwood is directed by Client, Westwood shall prepare preliminary design plans. The requirements for preliminary plans will be in accordance with the City of Denton Design Criteria Standards. Westwood will prepare preliminary construction plan sets (60%) for each package.

EXHIBIT A to Agreement between the City of Denton, Texas (“Client”) and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company (“Westwood”) for Consulting Services

1. Drainage Package:

Westwood shall prepare preliminary drainage package consisting of the following:

- Cover Sheet
- Index
- General Notes
- Quantity Sheet
- Project Layout
- Survey Control Sheet
- Typical Sections
- Sequence of Construction
- Traffic Control Plan Phasing
- Detour Layouts
- Removal Plans
- Grading Plans
- Paving Plan & Profile Sheets
- Drainage Area Maps
- Hydraulic Calculations
- Drainage Plan & Profiles Sheets
- Sewer Relocation Plan & Profile Sheets
- Water Relocation Plan & Profile Sheets
- Erosion Control Plans
- Structural Details (if applicable)
- Tree Protection and Mitigation Plans
- Construction Detail sheets

2. Streets Package:

Westwood shall prepare preliminary streets package consisting of the following:

- Cover Sheet
- General Notes
- Quantity Sheet
- Project Layout
- Survey Control Sheet
- Typical Sections
- Sequence of Construction
- Traffic Control Plan Phasing
- Detour Layouts
- Removal plan sheets
- Roadway plan and profile sheets
- Retaining Wall Plan & Profile Sheets
- Signing & Pavement Markings
- Drainage Area Maps
- Drainage plan and profile sheets
- Water (12” diameter or larger) plan and profile sheets
- Water (smaller than 12” diameter) plan sheets

EXHIBIT A to Agreement between the City of Denton, Texas (“Client”) and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company (“Westwood”) for Consulting Services

- Sanitary Sewer plan and profile sheets
- Cross Sections (At 50’ Intervals, Cross Streets & Driveways)
- Bridge Layout & Details (if applicable)
- Structural Details (if applicable)
- Culvert Layouts (if applicable)
- Illumination Layouts & Details
- Erosion Control Plans
- Tree Protection and Mitigation Plans
- Construction Detail sheets

Pre-Construction CMAR Services:

- Assist CMAR in developing construction quantities and develop the preliminary opinion of probable construction costs for both packages per task A.4.
- Assist CMAR in developing standard construction contract documents and technical specifications per task A.4.
- Attend constructability review site visit with CMAR and Client.
- Attend Design Workshops for TCP and 60% submittals per task A.4.

Deliverables:

1. Preliminary Design Packages with QAQC Documentation. Submit two (2) full sized 22”x34” sets, and two (2) half sized 11”x17” sets of drainage and streets packages.
2. Utility Conflict Plans for franchise utility review
3. Opinions of Probable Construction Cost
4. Preliminary Project Specifications Manual
5. Right-Of-Way and Easement Documents
6. Public Meeting Exhibits (as needed per client request)
7. TCEQ Submittal

E. Final Design (90% & 100% Submittals)

At such time Westwood is directed by Client, Westwood shall prepare final design plans (90% & 100%). The requirements for final plans will be in accordance with the City of Denton Design Criteria Standards. Westwood will prepare final construction plan sets (90% and 100%) for each package. Finalized plans shall include:

- Revise preliminary plans incorporating comments from the CMAR and Client for both drainage and street packages.
- Incorporate final Client review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
- Finalize construction contract documents including Client standard specifications, special technical specifications and special conditions (if any).

Pre-Construction CMAR Services:

- Assist CMAR in developing construction quantities and develop the preliminary opinion of probable construction costs for both packages per task A.4.

EXHIBIT A to Agreement between the City of Denton, Texas (“Client”) and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company (“Westwood”) for Consulting Services

- Assist CMAR in developing standard construction contract documents and technical specifications per task A.4.
- Attend Design Workshops for 90% submittals per task A.4.

Deliverables:

1. Final Design Packages with QAQC Documentation. Submit two (2) full sized 22”x34” sets, and two (2) half sized 11”x17” sets of drainage and streets packages
2. Final Utility Conflict Plans for franchise utility review
3. Final Opinions of Probable Construction Cost
4. Final Project Specifications Manual
5. TCEQ Submittal

F. Bid Phase Services

Westwood will support the bid phase of the project as follows.

1. Bid Advertisement:
 - Westwood shall assist in preparation and submittal of draft Bid Advertisement for publishing by the Client/CMAR.
2. Bid Document Distribution:
 - Westwood shall assist with distribution of construction plans and contract bid documents.
3. Bidder Assistance:
 - Westwood will receive and answer bidders’ questions and requests for additional information. The procedures shall include a log of all significant bidders’ questions and requests, and the response thereto. Westwood will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders’ questions and requests, in the form of addenda.
 - Attend the prebid conference in support of the Client/Construction Manager.
 - Attend the bid opening in support of the Client/Construction Manager.
4. Bid Analysis and Recommendation of Award:
 - Westwood shall assist with tabulation and review of bids received for the construction project, assist the Client/Construction Manager in evaluating bids, and recommend award of the contract.
 - Westwood will assist the Client/Construction Manager in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
 - Westwood shall make a recommendation of award to the Client/Construction Manager if requested.
5. Conformed Construction Documents:
 - Upon award of a contract by the Client, Westwood shall assist with the execution, assembly and distribution of the conformed construction contract documents for the Project.

EXHIBIT A to Agreement between the City of Denton, Texas (“Client”) and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company (“Westwood”) for Consulting Services

G. Construction Administration

Construction administration scope of work assumes the duration of construction for this project will be twenty-two (22) months. We are assuming the City of Denton will provide construction inspection and review and approve the contractor’s pay applications.

1. Preconstruction Conference:
 - Westwood shall attend the preconstruction conference.
2. Site Visits:
 - Westwood shall visit the project site at appropriate intervals as construction proceeds to observe and report on progress. It is estimated that one (1) visit per month will be made by Westwood. This proposal assumes construction duration will be up to twenty-two (22) months.
3. Construction Meetings:
 - Westwood will attend a monthly construction meeting via conference call and bi-weekly in-person meetings during construction duration. This proposal assumes construction duration will be up to twenty-two (22) months.
4. Shop Drawing and Lab Report Review:
 - Westwood shall review shop drawings submitted by the contractor for compliance with design concepts. Westwood shall review laboratory, shop, and mill test reports on materials and equipment.
5. Instructions to Contractor:
 - The Engineer shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the Client.
6. Final Inspection:
 - The Engineer shall attend final inspection of the Project with representatives of the Client and the construction contractor.
7. Record Drawings:
 - Prepare construction “Record Drawings” based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with “record drawing stamp” bearing the signature of the Engineer and the date) to the Client on a CD-ROM disk or flash drive containing scanned 22”x34” black and white PDF images.

EXHIBIT A to Agreement between the City of Denton, Texas (“Client”) and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company (“Westwood”) for Consulting Services

H. Field Investigations

1. Field Survey

Establish Survey Control:

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control for each street in the project will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from Client monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

Benchmark Loop:

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the project vertical control.

Existing Streets, Driveways and Right-of-Way:

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be profiled and cross-sectioned to a point at least 50' beyond the roadway being replaced.

Existing Drainage Channels and Drainage Area Verification:

Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the project, 100' upstream and downstream. Low points, high points and any other unique features will be noted. Additional surveying may be necessary to verify the limits of drainage areas.

Existing Underground and/or Overhead Utilities:

Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the project. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the project will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the project control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other

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costs required to expose or probe the underground utilities will be the responsibility of others.

Right-of-Way:

Right-of-Way lines along the project will be located. This information will be included on the project’s plan sheets.

Existing Storm Sewers and Culverts:

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the project will be determined through field investigations, existing studies, and available topographic mapping.

Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

2. Environmental Investigations

Waters of the US Delineation with Jurisdictional Determination Report

Westwood will conduct a delineation of potential waters of the U.S within project limits. While on-site, Westwood biologists will also assess the likelihood of state- and federal-listed species occurrence based on the habitats within the site. The delineation will be conducted in accordance with U.S. Army Corps of Engineers (USACE) guidance, including the 1987 manual, the Great Plains Regional Supplement, and other pertinent guidance. The delineation would be conducted via pedestrian surveys on the subject tract to identify potential waters of the U.S.

The information gathered during the site visit will be incorporated into a Preliminary Jurisdictional Determination (PJD) report, which could subsequently be submitted to the USACE for verification and Section 404 permitting if that proves necessary as a result of proposed project plans. The PJD report will be prepared in accordance with Section 404 of the Clean Water Act and current USACE guidance.

Phase 1 ESA

The Phase I ESA reports will be conducted to identify, to the extent feasible pursuant to American Society for Testing and Materials Practice E1527-21 and Title 40 of the Code of Federal Regulations, Part 312 (40 CFR 312), recognized environmental conditions that are present or likely to be present on the detention site property. The purpose of the Phase I ESA is to permit the user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations of the Comprehensive Environmental Response, Compensation and Liability Act, also known as landowner liability protections.

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City of Denton Environmental Sensitive Area Assessment

Westwood biologist will prepare an Environmental Sensitive Area Assessment of the detention site in accordance with the City of Denton standards Information collected from the remote sensing and site visit task will be compiled into an environmentally sensitive areas assessment report. The report will include a written narrative for the project, a description of the environmentally sensitive areas, and an assessment of the environmentally sensitive areas (i.e., a determination of areas that do not meet the criteria of an environmentally sensitive area).

Protected Species Habitat Assessment

A protected species habitat assessment of the detention site, including a site visit, will be conducted by a Westwood biologist. Westwood biologist will coordinate with the Texas Parks and Wildlife Department to obtain a copy of the Natural Diversity Database (NDD) as well as the U.S. Fish and Wildlife Service iPAC database. A Threatened and Endangered species report for the site will be prepared with a description of field observations and conclusions.

Cultural Resources Assessment

A cultural resources desktop assessment will be conducted on the detention site to evaluate the site in accordance with Section 106 of the National Historic Preservation Act (NHPA) and the Antiquities Code of Texas as appropriate. This work will be performed through our archeological sub-consultant. A letter report summarizing the findings of the desktop cultural assessment and recommendation for additional work if necessary. Please note: A site visit is not included and will not be conducted for the purpose of the cultural resource review: should a regulatory agency require a site visit and/or work beyond a desktop review, an intensive-level investigation may be necessary.

3. Geotechnical Investigation

Through a qualified subcontractor, Westwood shall:

- Eighteen (18) borings will be drilled within the alignment of the proposed street reconstruction to depths of about 10 feet below the existing grades.
- Ten (10) additional borings will be drilled within the areas of the proposed detention pond and embankments to depths of 30 feet below existing grade.
- If determined to be needed, two (2) additional borings will be drilled at the locations of the bridge crossings (one at each crossing) to depths of 35 feet, or 10 feet into competent bedrock, whichever occurs first, below the existing grades.
- Perform soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made. Results will be documented in Report.
- A pavement section design will be prepared based on the results.
- Recommendations for detention pond and embankment construction, including the appropriateness of using the excavated materials in the proposed pond area to be used as embankment fill

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- Recommendations for bridge foundation type, depth and allowable loading, uplift considerations, and Seismic Site Class (2018 IBC).
- Recommendations regarding design of trench safety and below ground structure, and suitability of pipe materials and construction technologies will be prepared based on the results.

4. Subsurface Utility Engineering

Through a qualified subcontractor, Westwood shall provide Subsurface Utility Engineering (S.U.E.) The S.U.E. will be performed to ASCE standard guidelines (ASCE 38-02). The deliverables for this project will be electronic files only in AutoCAD format. All Right-of-Entry Coordination is to be provided by Client. Non-Routing Traffic Control Measures are not included in the scope of services. As described in the publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL”D”) – Information derived from existing utility records.
- Quality Level C (QL”C”) – QL”D” information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL”B”) – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating” this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL”A”) – Three dimensional (x, y, z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as “locating”, this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

The scope of this proposal includes Quality Level (QL) “A” and “B” SUE. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water and sanitary sewer. Designating will be performed within the existing ROW of the project limits. Up to Twenty (20) QL “A” test holes will be included in the budget. Test hole locations will be determined by Westwood and sub-consultant once the QL “B” SUE deliverable has been reviewed. Sub-consultant will have all designating marks and test holes surveyed using project control point data provided by Westwood.

I. Permitting

Westwood will provide coordination with the USACE, TxDOT, TCEQ, FEMA or other required agency for Permitting of the proposed infrastructure construction.

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1. Floodplain Permitting:

Conditional Letter of Map Revision (CLOMR)

If required, Westwood shall update the effective FEMA models for North Pecan Creek with proposed capital drainage improvements. FEMA CLOMR submittal documentation and coordination will be performed to receive approval for proposed improvements.

Letter of Map Revision (LOMR)

If required, shall update the effective FEMA models for North Pecan Creek with constructed capital drainage improvements. FEMA submittal documentation and coordination will be performed to receive approval for constructed improvements.

Assumptions:

- Westwood will perform an “As-Built” Survey of the completed improvements.
- Westwood will be responsible for any FEMA review or submittal fees.

2. TCEQ Dam Safety Permitting:

Due to the anticipated height, volume, and downstream hazard conditions for the proposed detention pond, the embankment will fall under jurisdiction of the Texas Commission on Environmental Quality (TCEQ) Dam Safety section. This will require coordination and submittal of the plans for review, and approval by TCEQ will be required prior to commencement of construction on the embankment.

Westwood proposes to meet with TCEQ staff at the beginning of the project, during the 30% design phase, to present the concept and identify any potential complications early. Plans will be submitted to the TCEQ at the 60% phase and resubmitted at the 100% phase.

3. USACE Permitting:

Nationwide Permit 43 Application – Detention Pond Site

Westwood) will prepare and submit the current USACE NWP 43 permit form, which integrates the requirements of the Nationwide Permit Program for the Fort Worth District, along with the preliminary jurisdictional determination report that was previously prepared. The NWP 43 permit form will be prepared in accordance with current USACE Fort Worth District guidance.

Assumptions:

- The submittal of a permit application to the USACE does not guarantee the authorization or approval of a permit.
- If a Nationwide Permit 43 authorization or a waiver is refused by the USACE, then an Individual Permit would be necessary for impacts. In that case, Westwood will perform the permitting under a separate scope and fee. Individual Permits involve much more coordination than NWPs and include a multi-agency review as well as public notices and involvement. Therefore, the

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timeframe to obtain authorization under an Individual Permit, as well as the consulting cost, would go up if the project were to require an Individual Permit.

- If a cultural resources desktop review is not sufficient for the project area upon review by the USACE, an on-site cultural resources evaluation would be necessary and would be considered an additional service.

Nationwide Permit Application – Channel Improvements at Austin & Oakland

Westwood will prepare and submit the current USACE NWP permit form, which integrates the requirements of the Nationwide Permit Program for the Fort Worth District, along with the preliminary jurisdictional determination report that was previously prepared. The NWP permit form will be prepared in accordance with current USACE Fort Worth District guidance.

Assumptions:

- The submittal of a permit application to the USACE does not guarantee the authorization or approval of a permit.
- If a Nationwide Permit authorization or a waiver is refused by the USACE, then an Individual Permit would be necessary for impacts. In that case, Westwood will perform the permitting under a separate scope and fee. Individual Permits involve much more coordination than NWPs and include a multi-agency review as well as public notices and involvement. Therefore, the timeframe to obtain authorization under an Individual Permit, as well as the consulting cost, would go up if the project were to require an Individual Permit.
- If a cultural resources desktop review is not sufficient for the project area upon review by the USACE, an on-site cultural resources evaluation would be necessary and would be considered an additional service.

J. Right-of-Way & Easements:

1. Right-Of-Way & Easement Documents

Westwood shall prepare up to ten (10) right-of-way or easement exhibits as necessary for project improvements. Documents include preparation of separate instrument metes & bounds and map of right-of-way or easement. Setting monumentation is not included in this scope of work.

2. ALTA Survey

Westwood shall prepare a land survey for the pre-developed conditions of the 19.85-acre tract located at 2100 Hinkle Drive in Denton, TX, in compliance with the 2021 Minimum Standard Detail Requirements for an ALTA/ACSM Land Title Survey as adopted by the American Land Title Association and National Society of Professional Surveyors.

3. Acquisition Services

Through a qualified subcontractor, Westwood shall perform Right-of-Way and Easement acquisition services for up to ten (10) parcels. Services are provided at fixed price per parcel, which includes, consultation with project manager and client, property ownership verification, market appraisal analysis, property

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negotiation, and coordination for legal ownership/rights transfer to Client. Eminent Domain assistance for up to three (3) of the anticipated ten (10) parcels is also included at a fixed price per parcel.

K. Structural Engineering

Westwood will perform structural engineering services on various structures as needed for the design of the project. Structural services are intended to be identified by the 30% conceptual submittal, and structural engineering drawings will be provided at the 60%, 90% and final 100% design submittals.

- 1. Austin Street Bridge (at N. Pecan Creek)**
- 2. Oakland Street Bridge (at N. Pecan Creek)**

Bridge Layouts

- The Engineer shall prepare a bridge layout plan sheet. The Engineer shall determine the location of each soil boring needed for foundation design in accordance with the TxDOT Geotechnical Manual.
- The Engineer shall comply with all relevant sections of the latest edition of the TxDOT Bridge Design Manual - LRFD, TxDOT Bridge Project Development Manual, TxDOT Bridge Detailing Guide, and AASHTO LRFD Bridge Design Specifications, and respective checklists. Each bridge/wall layout sheet must include bridge/wall typical sections, structural dimensions, abutment and bent locations, and superstructure and substructure types. The Engineer shall locate and plot all soil borings and utilities, show proposed retaining walls, and, for staged construction, indicate limits of existing bridge for removal and reconstruction.

Bridge Structural Details

The Engineer shall prepare each structural design and develop detailed structural drawings of all required details in compliance with above-listed manuals and guidelines. The Engineer shall assemble and complete all applicable State Standard Details sheets.

Additionally, the Engineer shall:

- Perform calculations for design of bridge abutments and bents;
- Perform calculations for bridge slab design;
- Perform calculations to determine elevations of bridge substructure and super structure elements;
- Perform calculations for bridge superstructure design;
- Prepare necessary foundation details and plan sheets;
- Prepare plan sheets for abutment design;
- Prepare plan sheets for additional abutment details;
- Prepare framing plan and slab plan sheets;
- Compute and prepare tables for slab and bearing seat elevations, dead load deflections, etc.;
- Design beams and prepare beam design tables; and
- Prepare special provisions and special specifications in accordance with the above-listed manuals and guidelines.

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Bridge Construction Plans

Westwood will prepare construction documents that include the following:

- Quantity Sheet
- Bridge Plan & Profile Sheets (Included at 30%)
- Bridge Typical Sections (Included at 30%)
- Foundation Layouts
- Foundation Details
- Abutment/Bent Plan & Elevation Sheets
- Abutment/Bent Detail Sheets
- Superstructure Detail Sheets
- Boring Logs
- Standard Drawings
- Modified Standard Drawings

Assumptions:

- There are no utilities interfacing the bridges
- The design involves no architectural features
- There are no custom or unique lighting, architectural, landscaping, or planting features included in this scope. These items can be coordinated with the bridge design for an additional fee
- All “items to be provided by other disciplines for structural design” will be provided to the Engineer
- Freeboard requirements will be met with proposed grades, any channel modifications, and typical TxDOT superstructure depths

3. Channel Improvement Design – Rectangular Concrete Section

Westwood will provide structural details for one (1) rectangular concrete channel section that runs between Oakland St and N Austin St. The structure is assumed to retain earth from the adjacent roadway and properties. It is assumed a traffic barrier will be embedded into the top of wall along Marshall St.

Westwood will prepare construction documents which include:

- Structure Detail Sheets
 - Relevant Typical Sections
 - Reinforcement Detailing with bar sizes, spacing, and lengths
 - Concrete dimensions, with shear keys, blockouts, and connections (as required)
- Supporting Calculations (as required)

4. Non-Standard Junction Box Design

Westwood will provide structural details for one (1) custom concrete junction box. The junction box is assumed to connect large multi-box culverts. We are assuming the box will not have to be prestressed and can be designed with typical mild reinforcement. If the structure type differs significantly from our assumptions a fee modification may be required.

Westwood will prepare construction documents which include:

- Structure Detail Sheets

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- Relevant Typical Sections
- Reinforcement Detailing with bar sizes, spacing, and lengths
- Concrete dimensions, with shear keys, blockouts, and connections (as required)
- Supporting Calculations (as required)

5. Detention Pond Outfall Structure

Westwood will provide structural details for one (1) outfall structure. The exact type of structure is unknown at this level of design. We have assumed a concrete wall type weir structure for our fee estimate. If the structure type differs significantly a fee modification may be required.

Westwood will prepare construction documents which include:

- Structure Detail Sheets
 - Relevant Typical Sections
 - Reinforcement Detailing with bar sizes, spacing, and lengths
 - Concrete dimensions, with shear keys, blockouts, and connections (as required)
- Supporting Calculations (as required)

6. Sidewalk Retaining Wall

Westwood will provide structural details for one (1) sidewalk wall with a maximum retained height of up to 5’.

Westwood will prepare construction documents which include:

- Structure Detail Sheets
 - Relevant Typical Sections
 - Reinforcement Detailing with bar sizes, spacing, and lengths
 - Concrete dimensions, with shear keys, blockouts, and connections (as required)
- Supporting Calculations (as required)

7. Miscellaneous Structural Design

An additional miscellaneous structural line item to cover any other miscellaneous structural items that may be needed on the project. This will only be used with authorization from Client.

Westwood will prepare construction documents which include:

- Structure Detail Sheets
 - Relevant Typical Sections
 - Reinforcement Detailing with bar sizes, spacing, and lengths
 - Concrete dimensions, with shear keys, blockouts, and connections (as required)
- Supporting Calculations (as required)

Applicable to All Structural Designs

Westwood will develop supporting calculations prepared in accordance with the latest version of: AASHTO LRFD Bridge Design Specifications; ACI 318; IBC; and TxDOT Standard Specifications for Construction of Highways, Streets, and

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Bridges. Construction related services such as temporary shoring or soil stability during construction are specifically EXCLUDED from this scope.

L. Texas Accessibility Standards (TAS)

1. Through a qualified Registered Accessibility Specialist (RAS) subcontractor, Westwood shall perform the following Texas Accessibility Standards (TAS) review and inspection:
 - Perform a review of construction plans to make sure they are in conformance with the latest Texas Accessibility Standards (TAS).
 - Includes revisions to plans per TAS comments.
 - This fee included the \$175 project filing fee with TDLR.
 - Perform a post-construction inspection of the project to make sure the constructed improvements conform to the Texas Accessibility Standards (TAS).

Services not included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Reset property corner monumentation disturbed or removed during or after construction.*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Site Plan layout*
- *Traffic and parking studies*
- *Design of screening walls, transformer or generator pads, hardscape features, pavers and/or site signage*
- *Detailed layout of walks and hardscape areas, including scoring patterns*
- *Design of any underfloor drainage systems or grading*
- *Design of french drain systems around the building perimeters.*
- *Landscape Plan and Irrigation Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*
- *Property Acquisition Services*
- *Title Research*
- *USACE Individual Permit (for impacts to waters of the US)*

END OF EXHIBIT ‘A’

EXHIBIT B to Agreement between the City of Denton, Texas (“Client”) and Westwood Professional Services, Inc. d/b/a Peloton Land Solutions a Westwood Company (“Westwood”) for Consulting Services

EXHIBIT ‘B’ – COMPENSATION AND METHOD OF PAYMENT

NEIGHBORHOOD 5B & OAKLAND DRAINAGE

COMPENSATION:

For all professional services included in EXHIBIT ‘A’, Scope of Services, Westwood shall be compensated as a lump sum and hourly fee as noted in summary below. A Manhour Detail is provided in EXHIBIT ‘B-1’ for breakdown of the fee and a Westwood Fee Rate Schedule is provided in EXHIBIT ‘B-2’. The total fee shall be considered full compensation for the services described in EXHIBIT ‘A’, including all labor materials, supplies, and equipment necessary to deliver the services.

Fee Summary		
Services	Fee	Fee Type
A. Project Management		
A.1 Team Management	\$ 81,280.00	Hourly
A.2 Communications and Reporting	\$ 237,670.00	Hourly
A.3 Franchise Utility Coordination	\$ 28,400.00	Hourly
A.4 Construction Manager at Risk (CMAR) Services	\$ 382,940.00	Hourly
B. Conceptual Design Study (10% Submittal)		
B.1 Data Collection	\$ 48,480.00	Lump Sum
B.2 Refined Drainage Study	\$ 110,640.00	Lump Sum
B.3 Conceptual Design Exhibits & Alternative Analysis		
Roadway & Drainage	\$ 88,760.00	Lump Sum
Wastewater	\$ 18,880.00	Lump Sum
C. Conceptual Packages (30% Construction Plans)		
C.1 Drainage Package		
Drainage	\$ 223,680.00	Lump Sum
Water	\$ 5,040.00	Lump Sum
Wastewater	\$ 7,950.00	Lump Sum
C.2 Streets Package		
Roadway & Drainage	\$ 297,320.00	Lump Sum
Water	\$ 34,280.00	Lump Sum
Wastewater	\$ 23,160.00	Lump Sum
C.3 Marshall Street Channel Improvements		
Roadway & Drainage	\$ 43,360.00	Lump Sum ¹

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Fee Summary		
Services	Fee	Fee Type
D. Preliminary Design (60% Construction Plans)		
D.1 Drainage Package		
Drainage	\$ 312,040.00	Lump Sum
Water	\$ 5,040.00	Lump Sum
Wastewater	\$ 7,950.00	Lump Sum
D.2 Streets Package		
Roadway & Drainage	\$ 355,580.00	Lump Sum
Water	\$ 34,280.00	Lump Sum
Wastewater	\$ 23,160.00	Lump Sum
Illumination	\$ 28,640.00	Lump Sum
D.3 Marshall Street Channel Improvements		
Roadway & Drainage	\$ 47,060.00	Lump Sum ¹
E. Final Design (90% & 100% Construction Plans)		
E.1 Drainage Package		
Drainage	\$ 312,040.00	Lump Sum
Water	\$ 5,040.00	Lump Sum
Wastewater	\$ 7,950.00	Lump Sum
E.2 Streets Package		
Roadway & Drainage	\$ 348,180.00	Lump Sum
Water	\$ 34,280.00	Lump Sum
Wastewater	\$ 23,160.00	Lump Sum
Illumination	\$ 28,640.00	Lump Sum
E.3 Marshall Street Channel Improvements		
Roadway & Drainage	\$ 47,060.00	Lump Sum ¹
F. Bid Phase Services		
F.1 Bid Phase Services	\$ 34,500.00	Hourly
G. Construction Administration		
G.1 Construction Administration	\$ 165,470.00	Hourly
H. Field Investigations		
H.1 Design Survey	\$ 152,940.00	Lump Sum
H.2 Environmental Investigations	\$ 41,060.00	Lump Sum
H.3 Geotechnical Engineering	\$ 74,910.00	Lump Sum
H.4 Subsurface Utility Engineering		
Level B SUE	\$ 130,387.50	Lump Sum
Level A SUE (Up to 20 Test Holes)	\$ 32,775.00	Lump Sum ¹

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Fee Summary		
Services	Fee	Fee Type
I. Permitting		
I.1 Floodplain Permitting	\$ 128,980.00	Hourly
I.2 TCEQ Dam Safety Permitting	\$ 25,600.00	Hourly
I.3 USACE Permitting	\$ 50,880.00	Hourly
J. Right-of-Way & Easements		
J.1 ROW & Easement Documents (up to 10)	\$ 26,270.00	Hourly
J.2 ALTA Survey	\$ 10,360.00	Hourly
J.3 Acquisition Services	\$ 145,187.50	Lump Sum ¹
K. Structural Design		
K.1 Structural Design	\$ 230,000.00	Lump Sum ¹
L. Texas Accessibility Standards (TAS)		
L.1 TAS Review & Inspection	\$ 10,955.00	Lump Sum
Total Lump Sum	\$	2,794,422.50
Total Hourly	\$	1,172,350.00
Total Lump Sum (Additional Services)¹	\$	545,442.50
Total Fee	\$	4,512,215.00
Notes:		
1. Considered "Additional Services" and will be done <u>as needed</u> for the project.		

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus fifteen percent (15%). Direct Expenses are included in the lump sum fees and are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

END OF EXHIBIT 'B'

Detailed Fee Breakdown

Project: Neighborhood 5B & Oakland Drainage
Client: City of Denton
Date: 04/05/2024

Tasks	Hourly Rate (\$)	Sr. Project Manager	Project Manager	Sr. Civil Engineer	Civil Engineer	Graduate Engineer	Sr. Engineering Tech	Engineering Tech	Traffic Engineer	Traffic Graduate Engineer	Structural Engineer	Survey PPLS	Survey Tech	Research Manager	Researcher	Survey Field (Crew Chief)	Survey Field (Instrument Operate)	Sr. Env. Scientist	Env. Scientist	Admin	Total Hours	Labor Cost	Direct Cost	Sub Cost	Total (\$)	
A. Project Management																										
A.1 Team Management																										
Weekly Status Meetings (16 months @ 1hr per)		64	64	64	64	64	64	64														384	\$81,280.00			\$81,280.00
A.2 Communications and Reporting																										
Pre-Design Meetings		12	12	12	12	12	12	12														60	\$13,560.00	\$225.00		\$13,785.00
Project Kick-Off Meeting		8	8	8	8	8	8	8														40	\$9,040.00			\$9,040.00
Public Stakeholder Meetings (2 Meetings)		16	16	16	16	16	16	16														80	\$18,080.00	\$450.00		\$18,530.00
Public Stakeholder Exhibits Preparation		80	80	80	80	80	80	80														400	\$90,400.00	\$1,000.00		\$91,400.00
Bi-Weekly Coordination Meetings (Assume 16 months)		32	32	32	32	32	32	32														160	\$36,160.00	\$1,000.00		\$37,160.00
Project Coordination with Agencies/Entities/Stakeholders (Up to 20 meetings @ 2 hr per)		40	40	40	40	40	40	40														200	\$45,200.00	\$1,000.00		\$46,200.00
Project Invoicing/Status Update Summary (Up to 36 months)		36	36																		36	108	\$21,780.00			\$21,780.00
Sub-Total		224	224	188	188	188	0	0	0	0	0	0	0	0	0	0	0	0	0	36	1048	\$234,220.00	\$3,450.00	\$0.00	\$237,670.00	
A.3 Franchise Utility Coordination																										
Utility Coordination Meetings (Up to 20 @ 2 hr per)		40	40		40																	120	\$28,400.00			\$28,400.00
A.4 Construction Manager at Risk (CMAR) Services																										
Project Documents (Manual, Specifications, Etc.)		40	40		40																	120	\$28,400.00			\$28,400.00
Opinion of Probable Cost		40	40	40	40	40																200	\$45,200.00			\$45,200.00
Design Workshops (Workshop @ Kick-Off, 10%, 30%, 60%, 90%)		200	200	200	200	200																1000	\$226,000.00	\$1,500.00		\$227,500.00
TCP Design Workshops		40	40	40	40	40																200	\$45,200.00	\$500.00		\$45,700.00
Site Constructability Review		16	16	16	16	16																80	\$18,080.00	\$300.00		\$18,380.00
Sub-Total		336	360	296	360	320	0	24	0	0	0	0	0	0	0	0	0	0	0	0	1696	\$380,640.00	\$2,300.00	\$0.00	\$382,940.00	
Total		664	688	548	652	572	0	88	0	0	0	0	0	0	0	0	0	0	0	36	3248	\$724,540.00	\$5,750.00	\$0.00	\$730,290.00	
B. Conceptual Design Study (10% Submittal)																										
B.1 Data Collection		24	24		48	88		88														272	\$48,480.00			\$48,480.00
B.2 Refined Drainage Study																										
Hydrologic and Hydraulic Analysis		32			112	176																320	\$60,320.00			\$60,320.00
Report Preparation		8			56	120		80														264	\$44,320.00			\$44,320.00
QA/QC		12	12																			24	\$6,000.00			\$6,000.00
Sub-Total		52	12	0	168	296	0	80	0	0	0	0	0	0	0	0	0	0	0	0	608	\$110,640.00	\$0.00	\$0.00	\$110,640.00	
B.3 Conceptual Design Exhibits & Alternative Analysis																										
Preliminary Typical Sections (Alternatives Analysis)			8		8	24		24														64	\$10,720.00			\$10,720.00
Preliminary Plan Layouts			24		40	60		60														184	\$31,920.00			\$31,920.00
Sanitary Sewer Route Alternative			8		24	40		40														112	\$18,880.00			\$18,880.00
Design Alternative Exhibit Preparation			24		24	24		24														96	\$17,760.00			\$17,760.00
Park Channel Revitalization Exhibits		16			24	24		24														64	\$13,200.00			\$13,200.00
Conceptual TCP Exhibit			8		16	16		16														40	\$7,760.00			\$7,760.00
Franchise Utility Conflict Exhibits			4		8	16		16														44	\$7,400.00			\$7,400.00
Sub-Total		0	76	0	120	180	0	164	0	0	0	0	0	0	0	0	0	0	0	0	540	\$107,640.00	\$0.00	\$0.00	\$107,640.00	
Total		76	112	0	336	564	0	332	0	0	0	0	0	0	0	0	0	0	0	0	1420	\$266,760.00	\$0.00	\$0.00	\$266,760.00	
C. Conceptual Packages (30% Construction Plans)																										
C.1 Drainage Package																										
General Plan Production (Cover, Index, Layout, Removals)		3	12		27	43		43														128	\$22,140.00			\$22,140.00
Pavement Design (Typ. Sections, P&P, Cross Sections)		8	11		36	44		43														142	\$25,310.00			\$25,310.00
Drainage Design (DMAP, H&H Calcs, Det. Calcs, Grading Storm P&P, Details)		30	35		278	344		269														956	\$167,230.00			\$167,230.00
Water Conflict/Relocation Plan Sheets		2			6	8		14														30	\$5,040.00			\$5,040.00
Sanitary Sewer Conflict/Relocation Plan Sheets		3			14	14		14														45	\$7,950.00			\$7,950.00
QA/QC & Submittal		16	16																			32	\$8,000.00	\$1,000.00		\$9,000.00
Sub-Total		62	74	0	361	453	0	383	0	0	0	0	0	0	0	0	0	0	0	0	1333	\$235,670.00	\$1,000.00	\$0.00	\$236,670.00	
C.2 Streets Package																										
General Plan Production (Cover, Index, Layout, Removals)			14		40	56		56														15	\$28,420.00			\$28,420.00
Traffic Control Plan (Sequence, Phasing, Detours)			56		80	64		64														264	\$48,880.00			\$48,880.00
Roadway Design (Typ. Sections, P&P, Cross Sections)			70		208	212		204														694	\$122,260.00			\$122,260.00
Drainage Design (DMAP, H&H Calcs, Storm P&P)			24		144	152		152														472	\$81,360.00			\$81,360.00
Water Plan & Profiles			16		60	60		60														196	\$34,280.00			\$34,280.00
Sewer Plan & Profiles			12		40	40		40														132	\$23,160.00			\$23,160.00
QA/QC & Submittal		16	16																			32	\$8,000.00			\$8,000.00
Franchise Utility Conflict Exhibits Sheets			4		8	16		16														44	\$7,400.00	\$1,000.00		\$8,400.00
Sub-Total		16	212	0	580	600	0	592	0	0	0	0	0	0	0	0	0	0	0	0	1849	\$353,760.00	\$1,000.00	\$0.00	\$354,760.00	
C.3 Marshall Street Channel Improvements																										
Roadway Design (Typ. Sections, Removals, P&P, Sign & Pav Mark, Cross Sections)			11		44	44		44														143	\$24,970.00			\$24,970.00
Drainage Design (DMAP, H&H Calcs, Storm P&P)			9		32	32		32														105	\$18,390.00			\$18,390.00
Sub-Total		0	20	0	76	76	0	76	0	0	0	0	0	0	0	0	0	0	0	0	248	\$43,360.00	\$0.00	\$0.00	\$43,360.00	
Total		78	306	0	1017	1129	0	1051	0	0	0	0	0	0	0	0	0	0	0	0	3430	\$632,790.00	\$2,000.00	\$0.00	\$634,790.00	



EXHIBIT 'B-2'
FEE SCHEDULE FOR PUBLIC INFRASTRUCTURE SERVICES

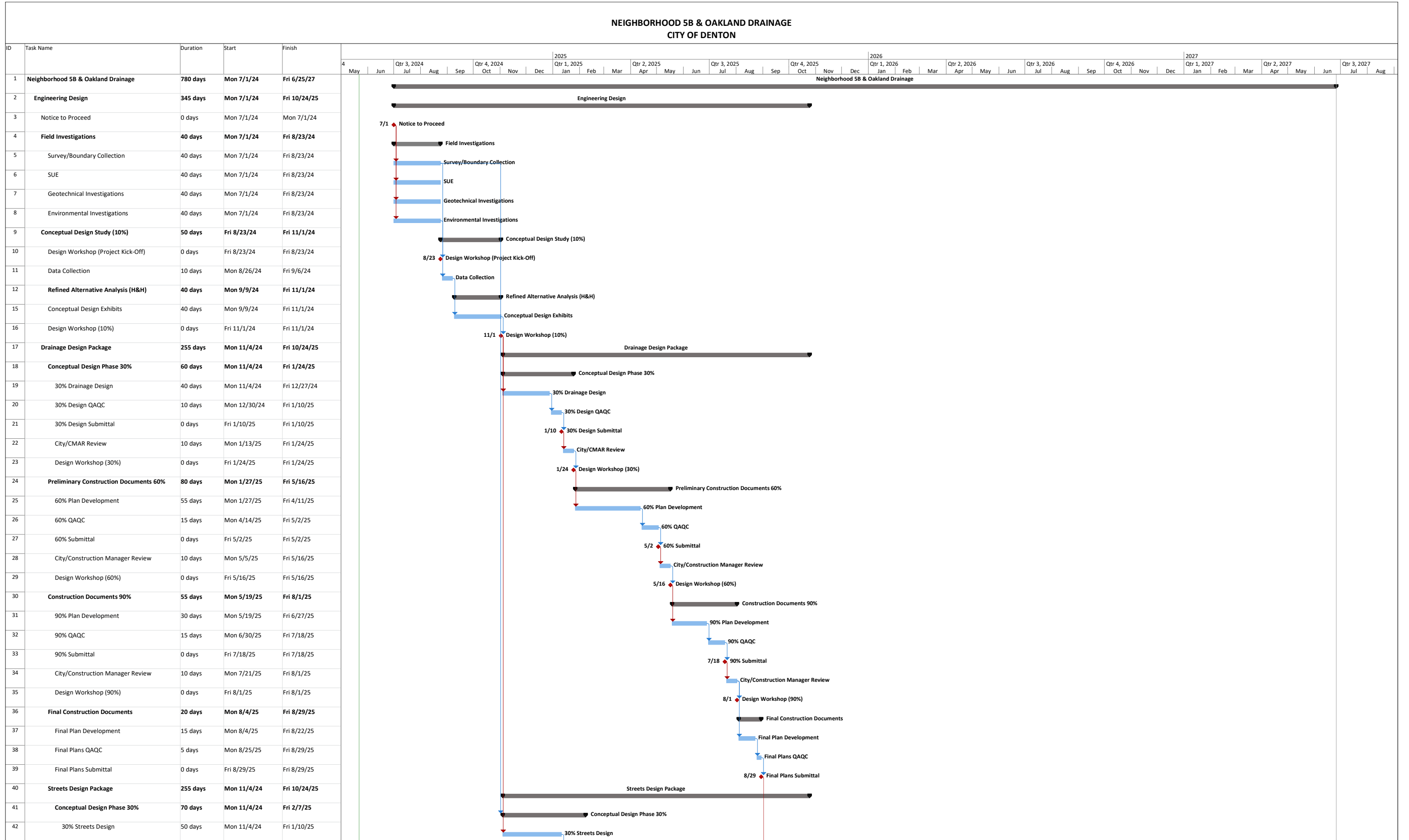
2024 – South

The following is the fee schedule for all work performed under an hourly agreement.

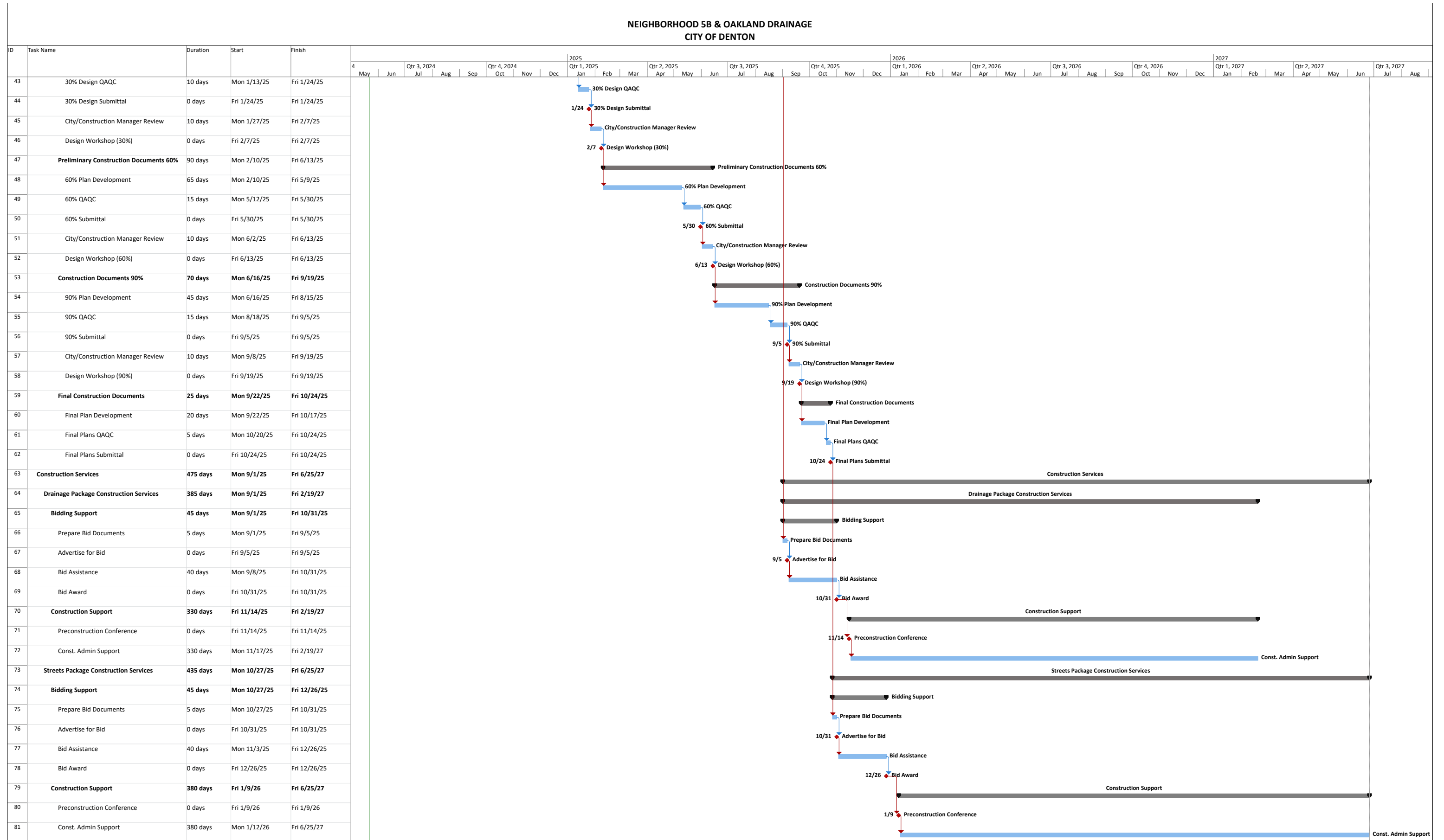
Classification	Hourly Rate
Survey Tech I – Survey Tech VI	\$125.00 – \$205.00
Survey Field I – Survey Field VII	\$70.00 – \$160.00
Graduate Surveyor I – Graduate Surveyor III	\$145.00 – \$175.00
Surveyor I – Surveyor VI	\$190.00 – \$265.00
Remote Sensing Field Tech I – Remote Sensing Field Tech VIII.....	\$105.00 – \$185.00
Remote Sensing Field Manager	\$200.00
Remote Sensing Tech I – Remote Sensing Tech V	\$130.00 – \$185.00
Remote Sensing Manager	\$215.00
Engineering Technician I – Engineering Tech VII	\$125.00 – \$200.00
Graduate Engineer I – Graduate Engineer IV	\$145.00 – \$185.00
Engineer I – Engineer VII	\$190.00 – \$270.00
Dust Monitor	\$75.00
Construction Observer I – Construction Observer V	\$115.00 – \$175.00
Environmental Scientist I – Environmental Scientist VIII	\$120.00 – \$240.00
Environmental Field I – Environmental Field III	\$80.00 – \$115.00
GIS I – GIS VIII	\$100.00 – \$205.00
Graduate Landscape Architect I – Graduate Landscape Architect III.....	\$120.00 – \$150.00
Landscape Architect I – Landscape Architect VI	\$155.00 – \$240.00
Project Processor I – Project Processor II.....	\$85.00 – \$95.00
Project Coordinator I – Project Coordinator II	\$130.00 – \$140.00
Senior Project Coordinator I – Senior Project Coordinator II	\$155.00 – \$175.00
Admin I – Admin V.....	\$85.00 – \$135.00
Intern I – Intern III	\$75.00 – \$105.00
Assistant Project Manager I – Assistant Project Manager III	\$180.00 – \$205.00
Project Manager I – Project Manager VII	\$ 195.00 – \$290.00
Expert Witness – Court Appearance/Deposition.....	2 x rate
Westwood Current™ (Geospatial Project Management Tool) Setup and Licensing	\$600.00+
Specialized Geospatial Equipment – Per Day Use	\$200.00 – \$3,000.00

Charges for Other Direct Costs, Outside Services, and facilities furnished by Westwood are computed on the basis of actual cost plus 15 percent.

NEIGHBORHOOD 5B & OAKLAND DRAINAGE
CITY OF DENTON



**NEIGHBORHOOD 5B & OAKLAND DRAINAGE
CITY OF DENTON**





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.

westwood Professional Services, Inc. dba Peloton Land Solutions, Inc. a Westwood Company

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

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

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

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family 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.

DocuSigned by:

Brian O'Neill

6/17/2024

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/hm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

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

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

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

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 5D51E33D03F0495491E3968B00349482
 Subject: Please DocuSign: City Council Contract 8377-003 Neighborhood 5B & Oakland Drainage
 Source Envelope:
 Document Pages: 53
 Certificate Pages: 6
 AutoNav: Enabled
 Enveloped 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: 198.49.140.10

Record Tracking

Status: Original
 6/17/2024 8:18:44 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 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign


Signature

Completed
 Using IP Address: 198.49.140.10

Timestamp

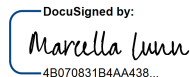
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 Viewed: 6/17/2024 8:21:34 AM
 Signed: 6/17/2024 8:23:18 AM

Lori Hewell
 lori.hewell@cityofdenton.com
 Purchasing Manager
 City of Denton
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign


 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.104

Sent: 6/17/2024 8:23:21 AM
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 Signed: 6/17/2024 8:48:39 AM

Marcella Lunn
 marcella.lunn@cityofdenton.com
 Senior Deputy City Attorney
 City of Denton
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign


 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

Sent: 6/17/2024 8:48:42 AM
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 Signed: 6/17/2024 8:53:14 AM

Brian Oneill
 brian.oneill@westwoodps.com
 Senior Director, Public Infrastructure
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 65.114.118.194

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Electronic Record and Signature Disclosure:
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 ID: 16e78909-e29d-4cb4-812b-537ea9b85e12

Signer Events

Trevor Crain, PMP
Trevor.Crain@cityofdenton.com
Director of Capital Projects
City of Denton
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Trevor Crain, PMP
7B48EEAB11BC4F2...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.140.10

Timestamp

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Electronic Record and Signature Disclosure:
Accepted: 6/17/2024 3:47:57 PM
ID: c9abd392-e59f-4ed5-a4a4-4ed5171872a1

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

Sent: 6/17/2024 3:48:43 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Hensley
sara.hensley@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

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

COPIED

Sent: 6/17/2024 8:23:20 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gretna Jones
gretna.jones@cityofdenton.com
Legal Secretary
City of Denton
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 6/17/2024 3:48:43 PM
Viewed: 6/18/2024 2:54:15 PM

Carbon Copy Events	Status	Timestamp
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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

Taylor Holt
taylor.holt@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 6/4/2024 2:12:29 PM
ID: 2a3a6d49-500d-4095-b744-3987eb5c8e5e

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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