

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 KIMLEY-HORN AND ASSOCIATES, INC., FOR THE NCTCOG TA GRANT DESIGN FOR THE ENGINEERING DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8377-010 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO KIMLEY-HORN AND ASSOCIATES, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$1,189,000.00).

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 Kimley-Horn and Associates, 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:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

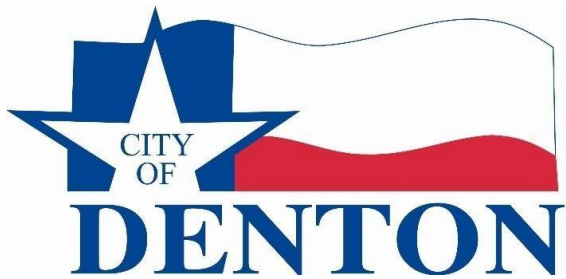
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn



Docusign City Council Transmittal Coversheet

PSA	8377-010
File Name	NCTOCG TA GRANT DESIGN
Purchasing Contact	Christina Dormady
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 Kimley-Horn and Associates, Inc., with its corporate office at 421 GFayetteville Street, Suite 600, Raleigh, NC 27601 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: NCTOCG TA GRANT DESIGN (the "PROJECT").

SECTION 1 **Scope of Services**

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

SECTION 2 **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$1,189,900.00 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment 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 Attachment 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 Attachment A.
- (2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

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

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

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

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

G. Construction Progress Payments

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

H. Record Drawings

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

I. Right to Audit

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

J. INSURANCE

(1) ENGINEER'S INSURANCE

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

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

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

(2) GENERAL INSURANCE REQUIREMENTS

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

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

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

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

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

SECTION 5

Obligations of the City

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's

facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.
- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement

cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.
 - b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.
- (2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:
- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
 - b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
 - c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.
- (3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition on Contracts with Companies Boycotting Israel

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

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

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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

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

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

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

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

Q. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City’s Ethic Ordinance 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:

Attachment A - Scope of Services
Attachment B - Compensation
Attachment C – Schedule

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

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

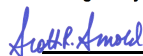
Duly executed by each party's designated representative to be effective on

BY:
CITY OF DENTON, TEXAS

Sara Hensley, City Manager

BY:
ENGINEER
Kimley-Horn and Associates, Inc.

DocuSigned by:



Vice President

Scott Arnold, Title

Full Name: Scott Arnold

2025-1363337

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

Signed by:



Signature

Director

Title

Development Services

Department

Date Signed: 9/15/2025

ATTEST:

, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:



4B070831B4AA438...

ATTACHMENT “A”

Scope of Services and Fee for Engineering Design Related Services for:

Sycamore Trail and Newton Rayzor SRTS Transportation Alternatives (TA) Improvements

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

OBJECTIVE

The objective of this project is to design transportation alternative improvements that were part of the NCTCOG TA Grant awards for Sycamore Trail Improvements and the Newton Rayzor SRTS Improvements. The project limits are shown in these two applications and are summarized below:

- *Sycamore Trail:*
 - *Railroad Avenue between E Sycamore Street and E McKinney Street.*
 - *E Sycamore Street between Railroad Avenue and S Crawford Street.*
 - *Carl Young Sr Park: trail between E Sycamore Street and S Ruddell Street, excluding the sidewalks leading up to the park amenities.*
- *Newton Rayzor SRTS, various locations along the following streets:*
 - *Linden Drive*
 - *Carlton Street*
 - *Crescent Street*
 - *Cordell Street*
 - *Emery Street*
 - *Amherst Drive*
 - *Tulane Drive*
 - *Greenbriar Street*
 - *Auburn Drive*
 - *Parkside Drive*
 - *N Lake Trail*
 - *Georgetown Drive*
 - *Fordham Lane*
 - *Bowling Green Street*
 - *Malone Street*
 - *Dartmouth Place*
 - *Cornell Lane*
 - *Hinkle Drive*
 - *Primrose Lane*
 - *Aileen Street*
 - *Gober Street*

The specific improvements to be designed by the ENGINEER are shown in each project's grant application. A summary of the proposed improvements is below:

- *Sycamore Trail*
 - *4,200 LF of 10' shared-use path on east side of Railroad Avenue and along the north side of E. Sycamore Street, and through Carl Young Sr Park.*
 - *Pedestrian level lighting along E Sycamore Street and Carl Young Sr Park shared use path.*
 - *Curb ramps*
 - *Rectangular rapid flashing beacon*
 - *Replacement of the existing bridge along E. Sycamore Street*
 - *Pavement markings and signs*
 - *Concrete driveways within the shared use path limits*
 - *Bike racks, benches, and waste receptacles*
- *Newton Rayzor SRTS*
 - *31,200 LF of 5' wide sidewalk along the streets listed above and on the side of the street shown in the grant application exhibit*
 - *Curb ramps*
 - *Concrete driveways within the limits of the proposed sidewalk*
 - *Pavement markings and signs*

Work under this agreement consists of project management, topographic survey, geotechnical engineering, drainage design, conceptual design, preliminary and final design, bid phase services, environmental clearance services, bid phase services, and construction phase services. It is our understanding that the project will be let by the CITY.

WORK TO BE PERFORMED

- Task 1. Design Management
- Task 2. Conceptual Design (30% PS&E)
- Task 3. Preliminary Design (60% PS&E)
- Task 4. Final Design (90% PS&E, 95% PS&E, and 100% PS&E)
- Task 5. Bridge Replacement Design
- Task 6. Drainage Design
- Task 7. Environmental Clearance Services
- Task 8. Bidding Phase Services
- Task 9. Construction Phase Services
- Task 10. Topographic Survey Services
- Task 11. Geotechnical Services
- Task 12. TDLR Permitting

TASK 1. DESIGN MANAGEMENT.

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively

address issues with the CITY's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team:

- Lead, manage and direct design team activities
- Ensure Quality Control / Quality Assurance (QC/QA) is practiced in performance of the work.
- Communicate internally among team members.
- Task and allocate team resources.

1.2. Communications and Reporting:

- Attend a pre-design project kickoff/charter meeting with CITY and TxDOT staff to confirm and clarify scope, understand CITY's objectives, and ensure economical and functional designs that meet CITY's requirements.
- Attend two (2) field meetings with CITY representatives prior to the 30% and 90% submittals.
- Conduct and document monthly project update meetings with CITY's Project Manager and CITY staff.
- Conduct review meetings with the CITY and TxDOT at the end of each design phase.
- Conduct QC/QA reviews and document those activities.
- Prepare invoices and submit them monthly in the format requested by the CITY.
- Prepare and submit monthly project status reports in the format provided by the CITY.
- Prepare and submit baseline project schedule initially, and project schedule updates with a schedule narrative monthly.
- 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, ENGINEER shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. ENGINEER shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements, as part of the design scope.

ASSUMPTIONS

- One (1) pre-design project kickoff/chartering meeting.
- Two (2) field review meetings.
- Eighteen (18) monthly project update meetings during design phase.

- Three (3) plan review meetings.
- Project design and bidding phase is estimated to be eighteen months (22) months.
- Project construction phase is estimated to be sixteen (16) months.
- Thirty-eight (38) monthly updates of project status reports and project schedule.

DELIVERABLES

- Meeting summaries with action items
- Baseline design schedule
- Monthly schedule updates with schedule narrative describing any current or anticipated schedule changes
- Monthly project status reports
- Monthly invoices

TASK 2. CONCEPTUAL DESIGN (30 PERCENT).

Conceptual Design (30% Plans, Specifications, and Estimate (PS&E)) shall be submitted to the CITY according to the approved Project Schedule.

The purpose of the conceptual design is for the ENGINEER to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of this concept.

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

2.1. Data Collection

- In addition to data obtained from the CITY, ENGINEER will research and make efforts to obtain pertinent information to aid in the coordination of the proposed improvements with any planned future improvements that may influence the project. The ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project, which may consist of utilities, agencies (City, TxDOT, etc), City Master Plans, and property ownership as available from the Tax Assessor's office.
- The ENGINEER will consult with the City's Public Works Department, public utilities, private utilities, and government agencies to determine the approximate location of the above and underground utilities, and other facilities (current and future) that have an impact or influence on the project.

2.2. Utility Clearance

- ENGINEER will develop the design of CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible, consider potential future utilities in designs. Where conflicts cannot be avoided, coordination of Utility Conflicts will begin at the Conceptual Design phase.

- In the case of a public utility conflict, the ENGINEER will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

2.3. The Conceptual Design Package (30% PS&E) will consist of the following:

- Preliminary cover and index of sheets including project limits, area location map, and beginning and end station limits.
- General Notes sheet
- Key Map sheets (2 each).
- Quantity Summary page.
- Existing topography of the project area, along with proposed typical sections, which outline the proposed improvements. Typical sections will show existing ROW, existing and proposed curbs, sidewalks, and curb ramps.
- Project Control sheet, showing all Control Points, used or set while gathering data. Generally, on a scale of not less than 1:400, the following information shall be indicated for each Control Point: Identified (existing City Monument #8901, PK Nail, 5/8" Iron Rod); X, Y, and Z coordinates, in an identified coordinate system, and a referred bearing base. Z coordinates on City Datum only; descriptive location.
- Existing conditions and removal sheets.
- Proposed sidewalk and sidepath layout sheets (no profiles).
- Proposed signing and striping layout sheets.
- Proposed pedestrian lighting pole layout sheets for Sycamore Trail.
- Applicable TxDOT and CITY standard details.
- Documentation of key design decisions.
- Conceptual (30%) Opinion of probable construction cost (OPCC).
- Applicable TxDOT or CITY standard detail sheets.
- TxDOT LGPP Documentation
 - LG Checklist
 - Form 1002
 - SED
 - Form 2440
 - Form 2229
 - Draft TxDOT Certifications

ASSUMPTIONS

- The CITY 30% PS&E will be submitted in PDF format to ProCore.
- The TxDOT 30% PS&E will be submitted to TxDOT in PDF format to Box.com.
- ENGINEER shall not proceed with the 60% PS&E activities without written approval by the CITY and TxDOT of the 30% PS&E.
- The Newton Rayzor design will consist of up to 31,200 LF of 5' sidewalk.
- The Sycamore trail design will consist of up to 4,200 LF of 10' wide shared use path.
- Existing drainage infrastructure is adequately sized. Pipe/box extensions or minor ditch realignments to accommodate the sidewalk improvements are assumed to have a negligible impact on the hydraulic performance of the drainage facilities.

DELIVERABLES

- 30% PS&E.
- OPCC.
- Documentation of key design decisions
- Applicable TxDOT LGPP forms and checklists for a 30% PS&E.

TASK 3. PRELIMINARY DESIGN (60 PERCENT PS&E).

The 60% PS&E shall be submitted to the CITY according per the approved Project Schedule.

ENGINEER will develop the preliminary design of the infrastructure as follows.

3.1. The Preliminary Design Package (60% PS&E) will consist of the following:

- Preliminary cover showing project limits, area location map, and beginning and end station limits.
- Preliminary sheet index.
- Quantity Summary page.
- Traffic Control Plan showing construction signage and pavement markings which will be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices.
- Updated Project Control Sheet.
- Updated existing and proposed typical section sheets.
- Updated existing conditions and removal sheets.
- Prepare sidewalk and shared use path cross sections and profiles of any driveways that are to be reconstructed.

- No less than two benchmarks plan/profile sheet.
- Bearings given on all proposed centerlines or baselines.
- Updated sidewalk and shared use path layout sheets consisting of ROW lines, horizontal alignments, utility adjustments, curbs, sidewalks, driveways, and existing and proposed contours (0.25' intervals).
- Updated pavement marking and signing layout sheets.
- Preliminary E Sycamore Street bridge layout (effort included in Task 5).
- Preliminary rectangular rapid flashing beacon (RRFB) layout sheet.
- Updated pedestrian lighting plans, which will consist of pole layouts, conduits, ground boxes, and conductors, for E Sycamore Street and Carl Young Sr Park.
- Applicable TxDOT or CITY standard detail sheets.
- Preliminary Erosion Control sheets.
- Preliminary SW3P layouts.
- Preliminary EPIC sheet.
- Preliminary utility conflict matrix.
- Documentation of key design decisions.
- OPCC.
- Project Manual.
- 30% comment/response matrix for CITY and TxDOT comments.
- Updated TxDOT LGPP forms and checklist.
- TxDOT contract time determination.
- Update TxDOT CONNECT.

3.2. Constructability Review

- Prior to the 60 percent review meeting with the CITY and TxDOT, the ENGINEER shall schedule and attend a project site visit with the CITY Project Manager and CITY staff to walk the project. The ENGINEER shall summarize the comments from the field visit and submit this information to the CITY and TxDOT in writing.

ASSUMPTIONS

- Up to six (6) site specific traffic control details will be provided to supplement the TxDOT traffic control standard details.
- The CITY 60% review plan set will be submitted in PDF format to ProCore.

- The TxDOT 60% review plan set will be submitted in PDF format to Box.com.
- The ENGINEER will upload and update information on TxDOT CONNECT.

DELIVERABLES

- 60% PS&E, Project Manual, draft Certifications, and applicable TxDOT LGPP forms and checklist.
- 30% comment/response spreadsheet.
- Utility conflict matrix.

TASK 4. FINAL DESIGN (90 PERCENT), DISTRICT DESIGN (95%), AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT).

Upon approval of the Preliminary plans, ENGINEER will prepare construction plans as follows:

- Final draft Plans, Specifications, and Estimate (PS&E) (90%), Project Manual, and applicable TxDOT LGPP forms and checklist will be submitted to CITY and TxDOT per the approved Project Schedule.
- Following a 90% PS&E review meeting with the CITY and TxDOT, the ENGINEER shall submit 95% PS&E, Project Manual, and applicable TxDOT LGPP forms and checklist to the CITY and TxDOT per the approved Project Schedule. The 95% PS&E is intended for TxDOT District review.
- The ENGINEER will incorporate TxDOT District comments on the 95% PS&E and prepare the 100% PS&E, Project Manual, and applicable TxDOT LGPP forms and checklist.
- 90%, 95%, and 100% OPCC

ASSUMPTIONS

- The CITY 90%, 95%, and 100% review plan set will be submitted in PDF format to ProCore.
- The TxDOT 90%, 95%, and 100% review plan set will be submitted in PDF format to Box.com.
- The ENGINEER will upload and update information on TxDOT CONNECT.

DELIVERABLES

- 90% PS&E, Project Manual, OPCC, Certifications, and applicable TxDOT LGPP forms and checklist.
- 95% PS&E Project Manual, OPCC, Certifications, and applicable TxDOT LGPP forms and checklist.
- 100% PS&E, Project Manual, OPCC, Certifications, and applicable TxDOT LGPP forms and checklist.

TASK 5. BRIDGE REPLACEMENT DESIGN.

The ENGINEER will complete the following tasks for the design of the bridge replacement along E Sycamore Street. It is assumed that the bridge replacement is a one (1) span bridge of approximately 55' long x 37' wide. The 37' nominal bridge width will service 2-12' lanes, 1-1' TxDOT Combination Rail, 1-1' TxDOT Traffic Rail, 1-1' Pedestrian Rail and 1-10' Shared Use Path. This scope assumes that precast prestressed slab beams will be used with TxDOT standard bridge rails. No aesthetic enhancements are anticipated for this bridge.

- 5.1. **Bridge Layout.** The ENGINEER shall prepare a bridge layout plan sheet for the bridge replacement on E Sycamore Street at Drainage Channel. 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 State's LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailing Guide, and AASHTO LRFD Bridge Design Specifications and respective checklists to a practical extent. If necessary, deviation from the above-listed manuals is permitted, provided the ENGINEER submits sound engineering reasoning and/or calculations to justify the change. Each bridge layout sheet must include bridge typical sections, structural dimensions, abutment and bent locations, superstructure and substructure types. The ENGINEER shall locate and plot all soil borings and utilities, show proposed retaining walls (if applicable), and for staged construction, indicate limits of existing bridge for removal and reconstruction.

- 5.2. **Bridge Detail Summary.** The ENGINEER shall prepare total bridge quantities, estimates, and summary sheets for each bridge or bridge class culvert.
- 5.3. **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.
- Perform calculations for bridge slab design (if applicable).
- Perform calculations to determine elevations of bridge substructure and superstructure elements.
- Perform calculations for bridge slab beam 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.
- Prepare special provisions and special specifications in accordance to the above-listed manuals and guidelines.

5.4. **Roadway Design.** The ENGINEER will prepare construction plans, specifications, and estimates for full-depth reconstruction of E Sycamore Street to accommodate the bridge replacement. It is assumed the roadway reconstruction will be limited to 100' along E Sycamore Street in each direction of the bridge. The construction plans shall include:

- Horizontal Control
- Typical Sections
- Demolition Plan
- Paving Plan and Profile
- Internal Storm Drain Plan and Profile
- Signing and Marking Plan
- Traffic Control Plan
- Erosion Control Plan

TASK 6. DRAINAGE DESIGN.

The ENGINEER will complete the following tasks for the drainage analysis and design:

6.1. H&H Analysis and Modeling

- a. The ENGINEER will obtain the effective hydraulic modeling for Pecan Creek from the City to use as the baseline model for this project. ENGINEER will utilize the existing flow data within the model with no modifications. The ENGINEER will revise the hydraulic model based upon the topographic survey obtained as part of this project to create a revised existing condition. ENGINEER will include the proposed bridge and channel modifications at Sycamore Street into the hydraulic model to establish the proposed conditions. Two scenarios will be prepared and presented to the City at the 30% submittal. The two scenarios will evaluate the bridge crossing to elevate the bridge to no longer overtop during the 100-year rain event, and the second will be to elevate the bridge to provide freeboard in compliance with the City design criteria. The ENGINEER will meet with the City after the 30% submittal to discuss the two scenarios to receive direction on the bridge design. A flood study will be submitted at 60% submittal to include a report and exhibits documenting the methodology and results of the analysis for a no rise condition. The flood study will be revised at the 90% submittal to reflect the final design and include a no-rise certificate. This task assumes the City will provide the baseline model; ENGINEER can develop the baseline hydraulic model as additional services.

This task does not include preparation of a LOMR or CLOMR to permit with FEMA. This can be completed as an additional service.

6.2. Scour Analysis

- a. ENGINEER, as part of the 90% submittal, will perform a scour analysis following TxDOT criteria for the Sycamore Street Bridge. This will be used with the design of the bridge to protect against high velocities.

TASK 7. ENVIRONMENTAL CLEARANCE SERVICES.

The ENGINEER will complete the following tasks for the environmental clearance process:

7.1. Environmental Services (Categorical Exclusions (CE))

- Coordinate with TxDOT and Prepare Work Plan Development (WPD) forms to support scoping the project in ECOS
 - The following will also be provided with the WPD forms:
 - Vicinity Map
 - Topographic Map
 - Aerial Map
 - THC Atlas
 - TxDOT Aggregator
- Complete Species Analysis Spreadsheet and form
- Complete Surface Waters Form
- Complete Section 404/10 Impact Table
- Complete Checklist for Section 4(f) Exception
- Prepare historic resources PCR and desktop archeological background study (to coordinate with ENV) or prepare a summary memo for coordination directly with Texas Historical Commission (if determined necessary per WPD coordination)
- Respond to TxDOT comments on above-referenced documents
 - Assumes one draft and one final submittal of each document

The following studies are not included in the scope of services and are not anticipated to be required for this proposed project:

- Noise study and modeling
- Air quality modeling/analysis
- Community impacts assessment
- Hazardous materials initial site assessment
- Presence/absence surveys for threatened and endangered species
- Water resources delineation report
- U.S. Army Corps of Engineers Permitting
- Archeological survey and historic resources survey
- Public Involvement (Notice and Opportunity to comment, meetings, and hearings)

ASSUMPTIONS

- A non-reporting NWP is assumed to be sufficient to authorize any waters impacts)

DELIVERABLES

- Work Plan Development Tool forms
- Species Analysis Spreadsheet & Form
- Surface Waters Analysis Form
- Section 404/10 Impact Table (Sycamore only)
- Checklist for Section 4(f) Exception (Sycamore only)
- Historic Resources PCR and Archeological Background Study (or memo) if determined necessary

TASK 8. BIDDING PHASE SERVICES

ENGINEER will complete the following tasks for the bidding phase of the project.

8.1. Bidding Support

- Prepare the Project Manual, construction specifications, and TxDOT LGPP documents for project bidding.
- Attend pre-bid meeting and bid opening meeting.
- Assist with bidder questions.
- Prepare bid tabulations for the bids received to check the accuracy.

ASSUMPTIONS

- Two (2) meetings are assumed.

DELIVERABLES

- Project Manual
- Bid Tabulation for received bids in PDF and Excel format

TASK 9. CONSTRUCTION PHASE SERVICES.

ENGINEER will support the construction phase of the project as follows.

9.1. Construction Support

- The ENGINEER shall attend the preconstruction conference.
- *Visits to Site and Observation of Construction.* ENGINEER will make up to sixteen (16) visits as directed by CITY to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, ENGINEER will evaluate whether Contractor's work is generally proceeding in

accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.

ENGINEER will not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. ENGINEER does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- *Clarifications and Interpretations.* ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by CITY or TxDOT.
- *Shop Drawings and Samples.* ENGINEER will review and approve or take other appropriate actions in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- *Substantial Completion.* ENGINEER will, after notice from Contractor that it considers the Work ready for its intended use, in company with City, TxDOT, and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list.
- *Final Notice of Acceptability of the Work.* ENGINEER will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list.

ASSUMPTIONS

- Sixteen (16) site visits are assumed.
- Twenty (20) submittal reviews are assumed.
- Fifteen (15) RFI's are assumed.

DELIVERABLES

- Response to Contractor RFIs.
- Shop drawing review letters.
- Final Punch List items.

TASK 10. TOPOGRAPHIC SURVEY SERVICES.

ENGINEER will provide survey support as follows.

10.1. Design Survey

- The survey will horizontally and vertically locate visible surface features within the project areas and being more specifically detailed below:
 - Cross sections and/or mapping will be collected generally at 50' intervals and at all breaks in grade, producing 1' interval contours for a width of ROW to ROW plus 5-feet.
 - Project crossing side streets, alleys, and drainage ways will be surveyed an additional 25' in each direction beyond the main project swath. Crossing alignments will be surveyed for a width that properly covers each crossing feature.
 - All trees will be tagged in the field. Tag IDs, common name, and approximate trunk size will be noted on the survey.
 - Orthorectified imagery, captured using UAV drone technology, will be used to provide an aerial background to the deliverable. Photogrammetry, derived from the orthorectified imagery, will be utilized to capture mapping and improvements as applicable.
 - Terrestrial-based 3D laser scanning will be utilized to capture mapping and improvements as applicable.
 - The survey consists of locating and mapping all visible surface utilities; however, it does not include opening or accessing utility structures to perform measure-downs.
 - Underground public and franchise utilities will be depicted on the survey from surface evidence, record drawings, and by markings placed by Texas811.
 - The survey will detail the existing bridge on E. Sycamore. Mapping will be captured underneath and on the surface of the bridge, including existing columns, railings, abutments, and other features.
- Right of Entry. The ENGINEER will obtain right-of-entry (ROE) for mapping on this project.
- Texas 811 One Call Coordination. Prior to commencing any topographic fieldwork, the ENGINEER will submit a utility locate request for the project limits to Texas811 online at www.Texas811.org or by telephone at 811 or 800-344-8377. Marks set by Texas811 will be shown on the survey.
- Private Franchise Utilities. The ENGINEER will locate and tie visible franchise utilities (gas, telephone/FOC, electric, cable, etc.) and associated appurtenances, including but not limited to: power poles, guy anchors, manholes, meters, valves, test stations, vaults, handholds, pull boxes, pedestals, controllers, etc. If available,

we will denote size, material type, pressure rating, line voltage, and utility owner as applicable. Visible Texas811 markings will be shown on the survey.

- CITY Public Utilities. The ENGINEER will locate and tie visible public utilities (water, wastewater, storm sewer, and telephone/fiber) and associated appurtenances including but not limited to: manholes, cleanouts, meters, services, isolation valves, blow-off s, fire hydrants, inlets, junction boxes, headwalls, wingwalls, rip-rap aprons and all other appurtenances.
- Fence and Retaining Walls. The ENGINEER will provide location, height, and material type for fences located within the project limits. The survey will provide the location and material type for retaining walls and provide top and bottom of wall elevations along its length at grade changes.
- Right-of-Way and Property. The survey will locate and tie existing right-of-way, property lines, and easements, including type, size, volume, and page, where applicable. The survey will show lot, block, abstract number, adjacent street names, and property address. City and County boundaries will be shown where applicable. Property owner and business names will be shown in the survey.
- Roadways, Railways, and Improved Surfaces. Roadways, driveways, alleys, and sidewalks will be located and identified on the survey. Existing width and composition of improved surfaces will be shown on the survey. Existing pavement markings and signage will be identified on the survey. Traffic signal bases, mast arms, and control boxes will be shown on the survey. Rails will be shot in the center and at the top of each rail.
- Surface Drainage Features. The ENGINEER will locate and tie top, toe, and flow lines of existing swales, channels, and creeks to the project limits. The survey will locate headwall and wingwalls and denote number, size, material type, flow line, and top of pipe elevation for culvert conduit(s).
- Trees, Shrubs, Landscaping, and Irrigation: The ENGINEER will locate all trees, shrubs, and landscaping features and provide identification notes accordingly. The ENGINEER will attempt to provide the tree's common name and caliper as measured approximately four feet off the ground. Major tree and brush lines will be delineated on the survey. Existing visible irrigation structures and planters will be located on this survey.

10.2 Methods and Precision

- Basis of Control. Local municipal geodetic control, if available, otherwise the Allterra-VRS GPS system will be used to establish the horizontal and vertical values.
- Project Coordinate System. Survey coordinates will be provided in a project modified State Plane "surface" position. The project scaling point and factor will be labeled and shown in CAD. Basis of control and all other pertinent details will be described in the CAD files and on the control description sheets.

- Horizontal and Vertical Control Methods. Horizontal and vertical control will be established using RTK “base and rover” GPS methods. Control will have an accuracy of +/- 0.04’ at the time of survey.
- Data Collection. RTK GPS and robotic total stations will be used for the majority of the survey.

ASSUMPTIONS

- **Sycamore Trail survey limits:**
 - Parkway along Railroad Ave. from E. McKinney Ave to E Sycamore St.
 - Parkway along E Sycamore St. from Railroad Ave. to S Crawford St
 - Sidepath along Carl Young Sr. Park from E Sycamore St. to S Ruddell St.
- **Newton Rayzor survey limits:**
 - Parkway along Linden Drive from Ector St. to Bryan St.
 - Parkway along Carlton Street from Aileen St. to Malone St.
 - Parkway along Crescent Street from Aileen St. to Fulton St. and from Carroll Blvd to Bolivar St.
 - Parkway along Cordell Street from Ector St. to Malone St.
 - Parkway along Emery Street from Ector St to existing sidewalk on Emery St. 160’~ after Primrose Ln
 - Parkway along Amherst Drive from Parkside Dr. to Hinkle Dr.
 - Parkway along Tulane Drive from Fordham Ln to Hinkle Dr.
 - Parkway along Greenbriar Street from Malone St. to Hinkle Dr.
 - Parkway along Auburn Drive from Parkside Dr. to Malone St.
 - Parkway along Parkside Drive from Auburn Dr. to Amherst Dr.
 - Parkway along N Lake Trail from Auburn Dr. to Amherst Dr.
 - Parkway along Georgetown Drive from Auburn Dr. to Amherst Dr.
 - Parkway along Fordham Lane from Belhaven St. to Amherst Dr.
 - Parkway along Bowling Green Street from Auburn Dr. to Tulane Dr.
 - Parkway along Malone Street from Auburn Dr. to Amherst Dr.
 - Intersection at Dartmouth Place and Amherst Dr.
 - Parkway along Cornell Lane from Tulane Dr. to Amherst Dr.
 - Parkway along Hinkle Drive from Amherst Dr. to W University Dr.
 - Parkway along Primrose Lane from W University Dr. to Emery St.
 - Parkway along Aileen Street from Linden Dr. to Cordell St.
 - Intersection at Gober Street and Linden Dr.

DELIVERABLES

- AutoCAD 2024 format Civil 3D CAD files at 1:1 scale (base unit US Survey Foot) containing all pertinent topographic field data.
- PDF copies of project supporting research.
- PDF copies of Texas811 tickets and correspondence.
- Survey base map on 24” x 36” sheets.
- Signed and sealed PDF of the final survey.
- Point file.
- Field sketches and site pictures.

TASK 11. GEOTECHNICAL ENGINEERING.

The ENGINEER, through a subconsultant (Geotech Subconsultant), will provide geotechnical engineering services in support of the proposed bridge replacement along E Sycamore Street.

11.1. Subsurface Exploration

The Geotech Subconsultant anticipates subsurface conditions to consist of soils of the Woodbine formation overlying the Grayson geological formation.

The Geotech Subconsultant will evaluate subsurface conditions with a total of two (2) sample borings extended 30 feet into unweathered gray limestone to estimated depths of 60 to 65 feet below existing grade.

The Geotech Subconsultant will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. In addition, rock encountered will be evaluated using Texas Department of Transportation (TXDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

The Geotech Subconsultant will stake the boring locations using hand-held GPS equipment. Approximate locations of the borings will be shown on the plan of borings. A precise survey of boring locations and elevations is not included. After drilling operations, boreholes will be backfilled with sand and patched at the surface with asphalt.

11.2. Laboratory Services

Considering the planned facilities, anticipated soil conditions, and geology, laboratory tests will be required for classification purposes and to determine strength characteristics. The following types of tests are therefore recommended:

- moisture content and soil identification
- liquid and plastic limit determinations
- percent passing the No. 200 sieve
- sieve and hydrometer analysis
- unconfined compression tests on soil
- unit weight determinations
- absorption pressure and/or one-point pressure swell tests

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

11.3. Engineering Services

The Geotech Subconsultant will prepare an engineering report to present the results of the field and laboratory data, together with our analyses of the results and recommendations. We will provide two copies of the report and an electronic copy. The report will address:

- general soil and groundwater conditions
- recommendations for bridge foundation type, depth and allowable loading including LPILE parameters
- minimum penetration of piers to resist uplift (if required)
- foundation construction requirements
- recommended lateral pressures for the design of bridge abutment retaining structures
- earthwork recommendations

Items other than those specified above, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services, if required and requested, will be performed as Additional Services. Additional Services are described in Section II.

TASK 12. TDLR PERMITTING.

ENGINEER will provide permitting support for the CITY to obtain any and all agreements and/or permits usually required for a project of this size and type, as follows

12.1. Texas Department of Licensing and Regulation (TDLR)

- Identify and analyze the requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, and become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
- The ENGINEER is responsible for providing plans that follow TDLR requirements.
- Submit construction documents to a Registered Accessibility Specialist (RAS).
- Completing all TDLR forms/applications necessary.
- Obtain the Notice of Substantial Compliance from the RAS.
- Request an inspection from a RAS no later than 30 calendar days after construction's substantial completion. Advise the CITY in writing of the results of the inspection.
- All costs associated with TDLR Plan review and inspections are to be paid by the ENGINEER during the project.

ASSUMPTIONS

- Permit preparation will begin after approval of the Final Design.
- One (1) on-site meeting for the final TDLR inspection is assumed.

DELIVERABLES

- A. Copies of Permit Applications
- B. Copies of Approved Permits

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER because of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Sub-surface Utility Engineering (SUE)
- Additional roadway design and drainage design beyond the scope included above.
- Preparation of ROW and easement documents
- Negotiation of easements and/or property acquisition services.
- Services related to the development of the CITY's project financing and/or budget.
- Construction management and inspection services
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.

ATTACHMENT "B"

Compensation for Engineering Design Related Services for:

**Sycamore Trail and Newton Rayzor SRTS
Transportation Alternatives (TA) Improvements**

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be a lump sum total not to exceed \$1,189,900** for all services, including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

The total compensation for Tasks 1 – 12 shall be on a lump sum basis and not to exceed **\$1,189,900**.

Progress payments shall be paid monthly based on the actual work satisfactorily completed per month.

• Task 1 – Design Management	\$ 67,600
• Task 2 – Conceptual Design (30% PS&E)	\$ 250,100
• Task 3 – Preliminary Design (60% PS&E)	\$ 208,400
• Task 4 – Final Design (90% PS&E, 95% PS&E, and 100% PS&E)	\$ 170,500
• Task 5 – Bridge Design	\$ 99,000
• Task 6 – Drainage Design	\$ 54,500
• Task 7 – Environmental Clearance Services	\$ 67,000
• Task 8 – Bidding Phase Services	\$ 6,300
• Task 9 – Construction Phase Services	\$ 71,900
• Task 10 – Topographic Survey Services	\$ 166,100
• Task 11 – Geotechnical Services	\$ 21,900
• Task 12 – TDLR Permitting	\$ 6,600

Sub-total: \$ 1,189,900

Grand Total \$1,189,900

The total fee breakdown by project is as follows:

- Sycamore Trail: \$578,400
- Newton Rayzor SRTS: \$611,500

The ENGINEER will not exceed the total maximum fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only.

All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and the ENGINEER project number.

ATTACHMENT “C”

PROJECT SCHEDULE

Design Services for

Sycamore Trail and Newton Rayzor SRTS Transportation Alternatives (TA) Improvements

The ENGINEER will coordinate with the CITY to develop an acceptable schedule during the project kick-off meeting.

Certificate Of Completion

Envelope Id: DF2E0C6C-4F19-4655-A921-C89E06C2F999

Status: Sent

Subject: Please DocuSign: City Council Contract 8377-010 NCTCOG TA Grant Design

Source Envelope:

Document Pages: 40

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christina Dormady

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

christina.dormady@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Christina Dormady

Location: DocuSign

9/11/2025 11:43:30 AM

christina.dormady@cityofdenton.com

Signer Events

Signature

Timestamp

Christina Dormady

Completed

Sent: 9/11/2025 12:03:41 PM

christina.dormady@cityofdenton.com

Viewed: 9/11/2025 12:03:55 PM

Buyer

Signed: 9/11/2025 12:04:17 PM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

Sent: 9/11/2025 12:04:18 PM

lori.hewell@cityofdenton.com

Viewed: 9/11/2025 12:52:02 PM

Purchasing Manager

Signed: 9/11/2025 12:52:35 PM

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn

DocuSigned by:
Marcella Lunn
4B070831B4AA438...

Sent: 9/11/2025 12:52:37 PM

marcella.lunn@cityofdenton.com

Viewed: 9/12/2025 11:46:34 AM

Senior Deputy City Attorney

Signed: 9/12/2025 11:47:49 AM

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Scott Arnold

DocuSigned by:
Scott Arnold
D1B5A80061EE4E9...

Sent: 9/12/2025 11:47:52 AM

Scott.Arnold@kimley-horn.com

Viewed: 9/12/2025 11:56:12 AM

Vice President

Signed: 9/15/2025 1:33:10 PM

Kimley-Horn and Associates, Inc.

Security Level: Email, Account Authentication
(None)

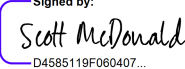
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Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
Scott McDonald Scott.mcdonald@cityofdenton.com Director Security Level: Email, Account Authentication (None)	Signed by:  D4585119F060407... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/15/2025 1:33:12 PM Viewed: 9/15/2025 1:33:42 PM Signed: 9/15/2025 1:34:28 PM

Electronic Record and Signature Disclosure:
Accepted: 9/15/2025 1:33:42 PM
ID: 81cbf323-29bd-4c98-aa56-0b0a8e75e565

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

Sent: 9/15/2025 1:34:32 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Hensley
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Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ingrid Rex
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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)

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Sent: 9/11/2025 12:04:18 PM

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)

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Sent: 9/15/2025 1:34:31 PM
Viewed: 9/16/2025 3:06:19 PM

Carbon Copy Events	Status	Timestamp
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		
Charlie Rosendahl Charlie.rosendahl@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/7/2025 9:57:29 AM ID: 227cc312-0797-45bf-9efc-e18d774dde0c		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	9/12/2025 1:18:43 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

Acknowledging your access and consent to receive materials electronically

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

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- I can 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.