

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 QUORUM ARCHITECTS, INC., FOR PROFESSIONAL DESIGN SERVICES FOR THE SOLID WASTE FLEET MAINTENANCE SHOP FOR THE FACILITIES MANAGEMENT DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7818-004 – AWARDED TO QUORUM ARCHITECTS, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$663,800.00).

WHEREAS, on November 16, 2021, the City Council approved a pre-qualified professional services list of state certified firms to provide architectural, engineering, and other services as customarily provided for municipal and vertical construction projects for the Facilities Management Department (Ordinance 21-2435), 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 Quorum Architects, 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: | _____ | _____ | _____ | _____ |
| Jesse Davis, District 3: | _____ | _____ | _____ | _____ |
| Alison Maguire, District 4: | _____ | _____ | _____ | _____ |
| Brandon Chase McGee, At Large Place 5: | _____ | _____ | _____ | _____ |
| Chris Watts, At Large Place 6: | _____ | _____ | _____ | _____ |

PASSED AND APPROVED this the _____ day of _____, 2022.

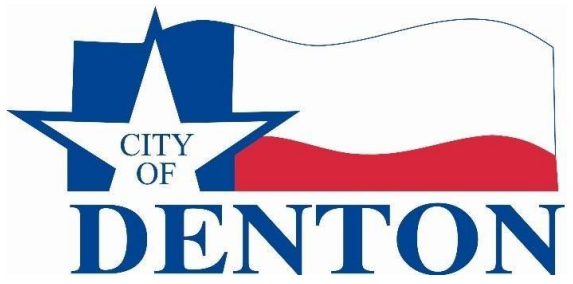
GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn
Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2022.11.01 18:04:47 -05'00'



Docusign City Council Transmittal Coversheet

| | |
|--------------------------|-------------------------------------------|
| PSA | 7818-004 |
| File Name | Solid Waste Maintenance Facility Services |
| Purchasing Contact | Christa Christian |
| City Council Target Date | |
| Piggy Back Option | Not Applicable |
| Contract Expiration | |
| Ordinance | |

STANDARD AGREEMENT FOR ARCHITECTURAL RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and QUORUM ARCHITECTS, INC., with its corporate office at 825 W. Vickery Blvd., Suite 100, Fort Worth, Texas 76104 and authorized to do business in Texas, ("ARCHITECT"), for a PROJECT generally described as: PROFESSIONAL DESIGN SERVICES FOR THE SOLID WASTE FLEET MAINTENANCE FACILITY SERVICES (the "PROJECT").

SECTION 1 **Scope of Services**

- A.** The CITY hereby agrees to retain the ARCHITECT, and the ARCHITECT hereby agrees to perform, professional architectural services set forth in RFQ 7818 – Architectural Pre-Qualified List, which is on file at the purchasing office, and 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 ARCHITECT or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ARCHITECT shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2 **Compensation and Term of Agreement**

- A.** The ARCHITECT shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed **\$663,800** in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ARCHITECT shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3

Terms of Payment

Payments to the ARCHITECT will be made as follows:

A. Invoice and Payment

- (1) The Architect shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment A to reasonably substantiate the invoices.
- (2) The ARCHITECT 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 ARCHITECT for billings contested in good faith within 60 days of the amount due, the ARCHITECT 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 ARCHITECT shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4

Obligations of the ARCHITECT

A. General

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

B. Standard of Care

The ARCHITECT shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent architects 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 architect.

C. Subsurface Investigations

- (1) The ARCHITECT 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 architectural work to be performed hereunder. The ARCHITECT 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 ARCHITECT.

D. Preparation of Architectural Drawings

The ARCHITECT 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 ARCHITECT shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Architect's Personnel at Construction Site

- (1) The presence or duties of the ARCHITECT 's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT be construed as requiring ARCHITECT 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 ARCHITECT makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ARCHITECT 's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ARCHITECT to the CITY for periodic construction progress payments to the construction contractor will be based on the ARCHITECT '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 ARCHITECT 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 ARCHITECT 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 ARCHITECT 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) ARCHITECT 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 ARCHITECT involving transactions relating to this AGREEMENT. ARCHITECT agrees that the CITY shall have access during normal working hours to all necessary ARCHITECT 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 ARCHITECT reasonable advance notice of intended audits.
- (2) ARCHITECT 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) ARCHITECT and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ARCHITECT 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) ARCHITECT'S INSURANCE

- a. Commercial General Liability – the ARCHITECT 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. ARCHITECT 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 ARCHITECT 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 architect owns no vehicles, coverage for hired or non-owned is acceptable.

- i. ARCHITECT 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 ARCHITECT pursuant to this AGREEMENT or under any applicable auto physical damage coverage.
- c. Workers' Compensation – ARCHITECT 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. ARCHITECT 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 ARCHITECT pursuant to this AGREEMENT.
- d. Professional Liability – ARCHITECT 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 ARCHITECT 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 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 ARCHITECT's insurance policies including endorsements thereto and, at the CITY's discretion; the ARCHITECT 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 ARCHITECT shall be

required by the ARCHITECT to maintain the same or reasonably equivalent insurance coverage as required for the ARCHITECT. When sub consultants/subcontractors maintain insurance coverage, ARCHITECT shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

The ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 architectural practice standards which the ARCHITECT should have been aware of at the time this AGREEMENT was executed, the ARCHITECT 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 ARCHITECT could not have been reasonably aware of, the ARCHITECT shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

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

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ARCHITECT and ARCHITECT'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:** ARCHITECT and ARCHITECT'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

ARCHITECT 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 ARCHITECT as required for the ARCHITECT 's performance of its services. The CITY will perform, at no cost to the ARCHITECT, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ARCHITECT '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 ARCHITECT 's services or PROJECT construction.

D. Timely Review

The CITY will examine the ARCHITECT '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 ARCHITECT whenever CITY observes or becomes aware of any development that affects the scope or timing of the ARCHITECT 's services or of any defect in the work of the ARCHITECT or construction contractors.

F. Asbestos or Hazardous Substances Release.

- (1) CITY acknowledges ARCHITECT will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ARCHITECT 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 ARCHITECT 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 ARCHITECT's negligence or if ARCHITECT 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 ARCHITECT 's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ARCHITECT 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 ARCHITECT, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the architectural services performed. Only the CITY

will be the beneficiary of any undertaking by the ARCHITECT."

- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ARCHITECT 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 ARCHITECT.

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 ARCHITECT 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 ARCHITECT 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 ARCHITECT, 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 ARCHITECT '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

ARCHITECT 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 ARCHITECT, 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 ARCHITECT will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

The ARCHITECT 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 ARCHITECT that prevent ARCHITECT'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 ARCHITECT.
- b. by either the CITY or the ARCHITECT 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 ARCHITECT will be paid for termination expenses as follows:

- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ARCHITECT '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 ARCHITECT '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 ARCHITECT 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 ARCHITECT 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 ARCHITECT's personnel and subcontractors, and ARCHITECT's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ARCHITECT SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ARCHITECT OR ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT 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 ARCHITECT'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

ARCHITECT 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 at the time the Documents are submitted for permitting by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ARCHITECT 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

ARCHITECT 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, ARCHITECT shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ARCHITECT 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 ARCHITECT employee who is not legally eligible to perform such services. **ARCHITECT SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ARCHITECT, ARCHITECT'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ARCHITECT, shall have the right to immediately terminate this AGREEMENT for violations of this provision by ARCHITECT.

L. Prohibition On Contracts With Companies Boycotting Israel

Architect 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, Architect certifies that Architect's signature provides written verification to the City that Architect: (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, Architect certifies that Architect's signature provides written verification to the City that Architect, 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

Architect 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, Architect certifies that Architect’s signature provides written verification to the City that Architect: (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

Architect 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, Architect certifies that Architect’s signature provides written verification to the City that Architect: (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. 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 7818-004 – 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.

R. Agreement Documents

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

Attachment A - Scope of Services

Attachment B – Conflict of Interest Questionnaire

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

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

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

BY:
CITY OF DENTON, TEXAS

Sara Hensley, City Manager

BY:
ARCHITECT
QUORUM ARCHITECTS, INC

DocuSigned by:
David Duman

David Duman
Principal

Date: 10/28/2022

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

DocuSigned by:
Teresa Crain
Signature

Interim Director of Facilities

Title

Facilities Maintenance

Department

Date Signed: 10/28/2022

949714
2022-
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
By: Marcella Lunn

ATTEST:
ROSA RIOS, CITY SECRETARY

By: _____



May 2, 2022

Marissa Barrett
Administration Manager
City of Denton
Airport & Facilities Management
215 E. McKinney St
Denton, TX 76201

RE: Denton Solid Waste Fleet Maintenance Facility Services
Quorum No: 22063
Quorum Proposal Revision 2

Marissa,

We are pleased to respond to your request for a proposal for Professional Design Services for the Solid Waste Fleet Maintenance Facility Services. We anticipate developing a design working closely with the City's leadership and guidance, along with the users, in a collaborative effort. Generally, we understand the project will include approximately 11,500 sq. ft., with three vehicle bays wide (3 end to end for a total of 6 vehicle bays) plus a support bay – roughly 105 x 100' plus a mezzanine for general parts storage. Based on the published scope we are thinking 3-25' bays and a 30' bay, plus an exterior covered bay likely 25' or 30' wide. Generally, the scope is as listed in the Scope of Work Exhibit A provided by the City. Additionally, We anticipate a few site items like site lighting, fencing and gates, and a generator. We understand there is no fuel facility in this scope but it will have standard lubrication distribution and hose reels, and a simple power hose sprayer outside to wash off vehicles before working on them when necessary. We have attached Exhibits A, B, C and D. As discussed in our Teams call April 15 we will at this point plan to provide the topo survey and the Geotech (through our consultants) even though the Agreement provided by the City as currently written indicates Geotech and Survey being provided by Owner.

BASIC DESIGN SERVICES

A. Schematic Design – Based on the mutually agreed upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the City, Programming and Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Master Planning / Programming will be performed at the beginning of Schematic Design. Quorum will perform a Site Assessment and develop a program and Master Plan. The intent of this exercise will be to develop concept plans and work flow, analyzing pedestrian and work flow processes as program is being confirmed with the Owner. We have included one site visit and Owner meeting with this Schematic Design phase as well as up to three options for discussion with the Owner. Conceptual design during this phase will include up to three schemes for Owner's consideration. We anticipate three client meetings during this phase. Architect will utilize related unit costs for similarly constructed facilities as a



basis for using square foot costing methods. During Schematic Design, there shall be a topographic survey geotechnical work will both be initiated by Architect's consultant based on conceptual preliminary drawings. Two preliminary renderings of the Facility showing proposed design will be included. Note that these will be very conceptual to be refined in later design phases. Deliverables for this phase will consist of preliminary drawings and a Design Narrative.

B. Design Development – Based on the approved Schematic Design Document and any adjustments authorized by the City in the program, schedule or construction budget, the Architect shall prepare, for approval by the City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, site civil layouts, materials and such other elements as may be appropriate. Generally, most of the drawing sheets will be started. Architect shall update the two renderings from Schematic Design. Work during this phase will be coordinated with the City's planning and development department as well as IT, Fire Marshall, and Facilities. City's IT department will provide specific direction for IT, technology and security directing Architect what to include in the bidding and construction documents. The Architect shall advise the City of any adjustments to the preliminary estimate of Construction Cost. We have included three meetings with the City during this phase. Deliverables for this phase will consist of preliminary drawings and outline Specifications as well as an updated Design Narrative with the updated estimate.

C. Construction Documents – Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, the Architect shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth the requirements for the construction of the project. The Architect shall advise the City of known adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions. The Architect shall assist the City in preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the City and Contractor. Architect will assist in permit application and submission with final permit being obtained in the name of the selected contractor. We have included five meetings with the City during this phase. Deliverables for this phase will consist of final drawings and Specifications as well as an updated cost estimate.

D. Bidding – The Architect will assist the City in bidding, including attending Pre-proposal meeting, development of addenda as necessary and answering bidder's RFI's, questions of clarifications on the Documents, and other concerns. Architect will, as a part of the City's review team, review and analyze proposals. Bidding documents will be electronic however Architect will provide a maximum of five (5) copies of conformed Documents and coordinate with Contractor to execute contracts.

E. Construction Administration –The Architect shall provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for



Construction, unless otherwise provided in this Agreement. The Architect, as a representative of the City, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the City and the Architect, (1) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine, in general, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences nor procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Architect will provide a maximum of five (5) copies of conformed Documents for use by the City and contractor (2 copies and 3 copies respectively). Architect shall also provide electronic copies of the Documents.

The Architect shall report to the City known deviations from the Contract Documents. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. For the purpose of this proposal, we have assumed a maximum of eighteen (18) site visits and four (4) virtual OAC meetings over a twelve (12) month total construction period, including a pre-construction meeting, one (1) substantial completion inspection, and one (1) final review visit. Additional visits may be performed as Additional Services. At completion of construction Architect shall coordinate with Contractor and use their provided as-built drawings along with the architect's changes during construction, to produce hard copy and electronic Record Documents, as required by the City.

SPECIAL SERVICES

- A. Geotechnical - As requested by the City, the Architect will be required to procure the services of Geotechnical engineer to provide a geotechnical report. Our proposal assumes four building borings up to 25' as well as four pavement borings at 5' deep in this area with underground relying on the Owner's data for utility coordination.
- B. Civil Engineer - As directed by the City, the Architect shall procure the services of civil engineer to include necessary site civil design as part of the construction documents, including on-site work such as grading, drainage, storm, paving, and utility plans, as well as erosion control, Stormwater detention / hydrology and drainage calculations if required, for the area disturbed and affected by development of a new facility on site. Detention design assumes Architect's consultants will prepare detention calculations and size a dry detention pond for the proposed site meeting current City requirements. Detention calculations, volume cross sections and the detention outfall will be provided



on the storm sewer plan. This scope assumes that all detention can be contained in a gravity drained dry detention pond, and that underground detention and a lift station will not be required. It also assumes that the city will not require Platting, FEMA or wetlands studies for the proposed outfall.

- C. Survey - As requested by the City, the Architect will be required to procure the services of professional surveyor for a topographic survey. We have assumed the Owner has a recent boundary survey from which the topo survey may be developed using boundary and monument information provided by the Owner. We also assume the area to be surveyed includes that area generally within the existing fenced area out to and including the access roadway to the North.
- D. Landscape Architect - Architect shall procure the services of a Landscape Architect to provide landscape and irrigation drawings to code required minimum standards.
- E. Interior Design – Architect will utilize the services of an Interior Designer to propose materials and finishes during Design Development and Construction Documents, as well as to review certain submittals during Construction Administration.
- F. Cost Estimating - As requested by the City, the Architect will be required to procure the services for professional cost estimating, providing a square foot cost from recent similar projects for Schematic Design, then detailed estimates as part of DD and CD deliverables.
- G. TDLR Review and Inspection - Architect to coordinate TDLR review and inspection with local TDLR RAS (likely either Sharon or Kevin Krueger at K+K, or Mary Davies at RED Ink) or a preferred RAS of choice by City of Denton.
- H. FFE Procurement (as an alternate) - As requested by the City, the Architect may be required to procure the services for FFE procurement using the City's State purchasing contracts. This will be provided by our Interior Designer, if requested, as supplemental or special services.



COMPENSATION

Compensation for Basic and Special Services as described herein is proposed to be a lump sum fee as described below, invoiced on percent complete each month:

1. BASIC DESIGN and CONSTRUCTION PHASE SERVICES

| | | |
|----------------------|------------------------|------------|
| A. | Schematic Design | \$ 89,000 |
| B. | Design Development | \$ 114,000 |
| C. | Construction Documents | \$ 147,000 |
| D. | Bidding | \$ 20,000 |
| E. | Construction Admin | \$129,000 |
| Total Basic Services | | \$499,000 |

2. SPECIAL SERVICES

| | | |
|------------------------|----------------------------|-------------|
| A. | Geotechnical | \$ 15,000 |
| B. | Civil Engineering | \$ 75,000 |
| C. | Survey | \$12,000 |
| D. | Landscape Architecture | \$ 14,000 |
| E. | Interior Design (fixed) | \$16,000 |
| F. | Cost Estimating | \$23,000 |
| G. | TDLR review and inspection | \$ 2,800 |
| Total Special Services | | \$157,800 * |

Total of all proposed design services \$656,800 *

Plus estimated reimbursable expenses of \$7,000

***Proposed Alternates requested by the City are not indicated here but are in Exhibit D**

3. The following 2022 hourly rate schedule will be utilized for additional services if such services are requested by the City. Rates are subject to change each calendar year.

| | |
|---------------------------|--------|
| Principal | 215.00 |
| Project Manager | 185.00 |
| Project Architect | 160.00 |
| Architect | 140.00 |
| Intern Architect/Designer | 130.00 |
| Technical Staff | 120.00 |
| Project Clerical | 80.00 |
| Administration | 80.00 |
| Project Designer | 150.00 |
| Student Intern | 60.00 |



4. Additional Services (Optional) – If there is a request to expand the scope of Basic Services, or to include Additional Services in the future, the fee will be negotiated based on the specific scope. This may include may include, but not be limited to, Coordination or permitting with TCEQ based on site location in a Landfill area, FFE selection and procurement, videos, additional renderings, extensive site plan submittals if required by the City, design of fuel / wash facilities, permanent lifts (mobile lifts included), or lube pits, fees paid for approvals of authorities having jurisdiction, Life-Cycle cost analysis, Commissioning, LEED Compliance, revisions to previously approved work, Platting, off-site utility design or other off-site work, Left turn lane or deceleration lanes, subsurface utility locations as part of surveying, LOMR and CLOMR studies, water quality analysis, easement abandonments, environmental or wetland studies, coordination or permitting with USACE or TCEQ, and multiple designs for comparison or bidding after Schematic Design. Additional Services work shall not be completed unless and until approved by the City.

5. Payments shall be made within 30 days of receipt of invoice. Accounts unpaid 30 days after the receipt of the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance.

SCHEDULE

Although the original requested schedule by staff was to complete CDs by February 12th, we feel a proposed overall schedule of starting June 15 and completing documents by March 3, 2023, seems more reasonable at this point, assuming we have a Notice to Proceed by June 15, 2022 and are able to schedule meetings with City personnel and various departments within two weeks of when requested, including a DRC type meeting in Design Development. Of course we will continue to target early completion of each phase in an effort to align more closely with the requested schedule. This proposed schedule may be affected or extended, based on scheduling of various meetings and response times or additional work such as TCEQ coordination, platting, USCAE studies, or other additional services not included in our proposal. Once we receive the Notice to Proceed, we will convert this schedule to a calendar type schedule and update it with each submittal. Architect shall not be held responsible for delays caused by the City such as changes in Design after approval, delays in returning review comments or delays in the City scheduling interim review meetings within each phase.

CITY RESPONSIBILITIES

1. City shall provide copies of any pertinent information, which affects the property including, but not limited to, an Environmental Assessment of the site, information on hazardous materials, a current Title Commitment, asbestos survey of building to be demolished, flood information, Zoning and Development Ordinances, etc.



ADDITIONAL INFORMATION

1. Quorum Architects, Inc. will provide the City with architectural services as required and agreed upon for satisfactory and normal completion of this project. The Architect shall exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinances, and regulations, which are in effect as of the date of this agreement.
2. The Architect and its Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site.
3. In performing Architectural Services, the Architect shall use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the City can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The City agrees to establish a construction contingency fund of no less than 5% of the estimated construction cost to cover the reasonably anticipated costs of these changes and adjustments as well as, changes due to code revisions and field conditions. The City agrees not to seek any costs from the design team for changes or additions during construction unless aforementioned contingency funds are exhausted by non-City initiated changes.
4. Texas law requires registrants to provide all clients with the following written statement: "The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, and Article 249a".
5. Architect shall not be liable for or be deemed in breach because of delays caused by any factor outside of its reasonable control. Due to the circumstances surrounding COVID-19, situations may arise during the performance of this Agreement that affect availability of resources and staff of Architect, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Architect will exercise reasonable efforts to overcome the challenges presented by current circumstances, but shall not be liable to Client for any delays, expenses, losses, or damages of any kind outside of its complete control.

Thank you for trusting Quorum Architects, Inc. to assist you in this endeavor.

Sincerely,
Quorum Architects, Inc.

A blue ink signature of David G. Duman, AIA. The signature is stylized and written in a cursive-like font.

David G. Duman, AIA
Texas registration #14305
Quorum Architects, Inc



Peak Program Value, LLC

CITY OF DENTON SOLID WASTE MAINTENANCE FACILITY (DSWF)

3 MAR 2022 SCOPE OF WORK – REV 05.00

I. PROJECT INFORMATION

A. SITE

1. This project is located in City of Denton's Municipal Solid Waste & Public Disposal Facility at 1527 South Mayhill Road.
2. Reference the attached site plan for location of new Fleet Services Facility. The existing 2 bay structure will be demolished to accommodate the new building & site footprint.

B. PROJECT OVERVIEW

1. The existing 2 bay Fleet Annex is a converted metal building for temporary 2 bay Fleet Services for minor repairs & services to get trucks back on the road.
2. Major repairs are now done at Texas Street Facility causing downtime, lost productivity & operational inefficiency.
3. A new Fleet Services Maintenance Facility will make it convenient for drivers to drop off trucks immediately for repairs and preventative maintenance as needed.

C. PROJECT SCOPE

1. The new facility will include six maintenance bays & one support bay for heavy equipment with the following configuration:
 - ✓ Two (2) 30'-0" W x 50'-0" D maintenance bays (back-to-back w/ total depth of 100'-0").
 - ✓ Four (4) 25'-0" W x 50'-0" D maintenance bays (back-to-back w/ total depth of 100'.0"); and opening out to a fenced storage yard.
 - ✓ One (1) 25'-0" W x 100'-0" D support & office space.
2. All maintenance bays will have 10'-0" W x 14'-0" H overhead doors
3. The support bay will only have one (1) 10'-0" W x 14'-0" H overhead door.
4. Provide a canopy the full length of the building, projecting out 5'-0" to cover bay door entrance.
5. Provide eight (8) employee parking spaces w/ one being TAS/ADA compliant.
6. Support services will include but are not limited to, air compressor room; parts room w/ mezzanine; break room; storage; 2 unisex restrooms; each to have two 5'-0" H x 15" W x 12" D lockers & uniform racks; parts room & counter adjacent to corridor leading to outside.
7. Other program elements include: A mobile "spider" lift; LED bay lighting; pendant CHU heating; Methane monitors in enclosed areas; & overhead 5-ton crane.
8. Provide truck "ready line" space for 6 trucks; & truck "down line" space for 15 trucks.
9. Provide a 50'-0" W turning space & 10'-0" W alley for truck parking behind the building.

105 x 100 = 10,500sf plus
mezzanine

D. EXCLUSIONS

1. There will be no cooling in the service bays.
2. Removal of the existing Methane Generator from proposed site is City of Denton.

II. BUDGET

Budget is to be determined.

III. SCHEDULE

| | |
|-------------|----------------------------------------|
| 15 JUN 2022 | Notice to proceed with design services |
| 12 FEB 2023 | 100% Construction Documents complete |
| 12 JUN 2023 | Notice to Proceed with Construction |
| 12 MAR 2023 | Construction Substantial Completion |
| 12 MAY 2023 | Facility Fully Operational |

City of Denton's
Solid Waste Fleet Maintenance Facility
PSA - - Basic and Additional Services

| | | | Pre-Design Phase | Conceptual Design Phase | Schematic Design Phase | Design Development Phase | Contract Documents Phase | Bidding - Negotiation Phase | Construction Administration | Post Occupancy | Clarifications & Assumptions |
|----------------------------------------|-----|-------------------------------------------------------|------------------|-------------------------|------------------------|--------------------------|--------------------------|-----------------------------|-----------------------------|----------------|--------------------------------------------------------------------|
| 1. Project Admin & Management Services | .01 | Coordination/Checking of Owner's Consultants' Docs | C | A | A | A | A | A | A | | |
| | .02 | Management of Owner's Consultants | C | A | A | A | A | A | A | | |
| | .03 | Public Agency Consulting/Review/Approval | C | A | A | A | A | A | A | | City at mtgs; approval responsibility is AE's |
| | .04 | Owner-Supplied Data Coordination | | A | A | A | A | A | A | | |
| | .05 | Design Team Schedule Development/Monitoring | | A | A | A | A | A | A | | |
| | .06 | Presentation to City Council for Project Approval | C | | A | | | | | | |
| | .07 | Presentation(s) to Owner's Stakeholders | C | | O | | | | | | |
| | .08 | Meetings with Owner's Stakeholders | C | A | A | | | | | | AE = graphic mat'l + attend/support City staff |
| | .09 | Preliminary Estimate of Cost of the Work | C | | | | | | | | |
| | .10 | Preliminary Comprehensive Project Budget | | A | | | | | | | |
| 2. Pre-Design Services | .01 | Preliminary Programming | C | | | | | | | | |
| | .02 | Programming Verification | | A | | | | | | | |
| | .03 | Space Schematics/Flow Diagrams | | A | | | | | | | Not Less Than 3 Viable Schemes for City Choice Up to |
| | .04 | Existing Facilities Surveys | NA | | | | | | | | |
| | .05 | Marketing Studies | C | | | | | | | | |
| | .06 | Economic Feasibility Studies | C | | | | | | | | |
| | .07 | Project Financing | C | | | | | | | | |
| 3. Site Development Services | .01 | Site Analysis and Selection | C | | | | | | | | |
| | .02 | Site Development Planning | NP | | | | | | | | |
| | .03 | Detailed Site Utilization Studies | | A | | | | | | | |
| | .04 | Multiple Preliminary Site Designs | | A | | | | | | | Building, Ped & Vehicular Options on Pad Site |
| | .05 | On-Site Utility Studies | | A | A | | | | | | Location of Tie-ins & Distribution on Pad Site |
| | .06 | Environmental Studies and Reports | C | | O | O | | | | | Preliminary & Other Studies by City |
| | .07 | Site Surveying | | A | A | A | | | | | |
| | .08 | Zoning Processing Assistance | C | | | | | | | | Assume Use by Right for In Place for this Facility |
| | .09 | Final Approvals by AHJs and Building Permit | | | | | A | | | | City Has AHJ List; AE to Get Project Approvals |
| | .09 | Landscape Design | | A | A | A | A | A | A | | |
| | .10 | Civil Engineering | | A | A | A | A | A | A | | |
| | .11 | Geotechnical Engineering | | A | A | A | A | A | A | | |
| 4. Design Phase Services | .01 | Multiple Preliminary Building Designs | | A | | | | | | | Assume Three (3) Viable Options |
| | .02 | Finalize Selected Preliminary Design | | A | | | | | | | |
| | .03 | Conceptual Cost Estimating | C | A | | | | | | | Systems & Parametric Estimating Approach |
| | .04 | Interior Design - Fixed Finishes + Furnishings Layout | | | A | A | A | | | | |
| | .05 | Telecommunications/Data Design | | | A | A | A | | | | IT/Internet Access/WAPs , VOIP Systems, etc. |
| | .06 | Audiovisual Systems Design | | | A | A | A | | | | HDTV, Audio System & Media Access Systems |
| | .07 | Security Systems Design | | | A | A | A | | | | Bldg Access Cntrl, CCTV & Motion Detection |
| | .08 | Industry Standard Environmentally Responsible Design | | | A | A | A | | | | Basis Services; LEED Certification = Add Alternate |
| | .09 | Detailed Cost Estimating | | | A | A | A | | | | Level of Detail per Standards of the Industry |
| | .10 | Value Engineering | | | A | A | A | | | | |
| | .11 | Life Cycle Cost Analysis | | | A | A | A | | | | |
| | .12 | Schematic Design Documents | | | A | | | | | | |
| | .13 | Design Development Documents | | | | A | | | | | |
| | .14 | Fine Arts and Crafts | | | | NA | NA | NA | NA | NA | Public Art Design by City; Coordination by AE |
| | .15 | Construction Documents | | | | | A | | | | |

not sure why this is needed for this project and not sure what City wants - therefore we excluded this

City of Denton's
Solid Waste Fleet Maintenance Facility
PSA - - Basic and Additional Services

| | | | Pre-Design Phase | Conceptual Design Phase | Schematic Design Phase | Design Development Phase | Contract Documents Phase | Bidding - Negotiation Phase | Construction Administration | Post Occupancy | Clarifications & Assumptions |
|------------------------------------|-----|---------------------------------------------|------------------|-------------------------|------------------------|--------------------------|--------------------------|-----------------------------|-----------------------------|----------------|-------------------------------------------------|
| | .16 | ADA Compliant Design | | | A | A | A | A | A | | Includes On-site Observation After Construction |
| | .17 | Final Approvals by AHJs and Building Permit | | | | | A | | | | City Has AHJ List; AE to Get Project Approvals |
| 5. Bidding or Negotiation Services | .01 | Bidding Materials | | | | | | A | | | |
| | .02 | Addenda | | | | | | A | | | |
| | .03 | Procurement Process & Document Management | | | | | | A | | | |
| | .04 | Analysis of Alternates/Substitutions | | | | | | A | | | |
| | .05 | Pre-Bid Conf & Bid Evaluation Assistance | | | | | | A | | | |
| | .06 | Bid Analysis/Negotiation/Award | | | | | | A | | | |

City of Denton's
Solid Waste Fleet Maintenance Facility
PSA - - Basic and Additional Services

| | | | Pre-Design Phase | Conceptual Design Phase | Schematic Design Phase | Design Development Phase | Contract Documents Phase | Bidding - Negotiation Phase | Construction Administration | Post Occupancy | Clarifications & Assumptions |
|--------------------------------------------------------|-----|--------------------------------------------------------|------------------|-------------------------|------------------------|--------------------------|--------------------------|-----------------------------|-----------------------------|----------------|---------------------------------------------------|
| 6.Contract Administration Services | .01 | Periodic Construction Observation | | | | | | | A | | |
| | .02 | Construction Meetings On-site | | | | | | | A | | |
| | .03 | Submittal Processing & Review | | | | | | | A | | |
| | .04 | Information Request Response & Clarification | | | | | | | A | | |
| | .05 | Application for Payment Review and Certification | | | | | | | A | | |
| | .06 | On-going Site Observations During Construction | | | | | | | A | | Observation of Readily Apparent Defects |
| | .07 | Furnishings Acceptance After Delivery & Installation | | | | | | | A | | |
| | .08 | Punchlist at Substantial Completion + Final Inspection | | | | | | | A | | |
| | .09 | 11-Month Warranty Observation | | | | | | | | A | |
| 7.Additional Services (Provide Fee with Proposal) | .01 | Building Information Modeling | | | AS | AS | | | | | See Fee & Reimbursables |
| | .02 | Renderings | | | AS | | | | | | |
| | .03 | Building Energy Modeling | | | AS | AS | | | | | |
| | .04 | Building Commissioning (B211) | | | | | | | | | |
| | .05 | Furnishings Procurement, & Installation Management | | | | | | AS | AS | AS | |
| | .06 | As Constructed Electronic Record Drawings & Specs | | | | | | | | AS | Assume Contractor's "Redlines" Will be Provided |
| 8.Other Additional Services (If Needed - no fee req'd) | .01 | Off-Site Utility Studies | | AS | AS | | | | | | Assume Site Has Sufficient Existing Utility Feeds |
| | .02 | Area-wide Security Evaluation and Planning (B206) | | | AS | AS | AS | | | | Threat Assessment Study for Off-site Area |
| | .03 | Formal Value Analysis & Value Studies | AS | AS | AS | AS | | | | | Fee TBD if Needed; No Fee Req'd w/RFP Response |
| | .04 | LEED Certification (B214) | | | | | | | | AS | |
| | .05 | Historic Preservation (B205) | | | | | | | | AS | |
| | .06 | Tenant-Related Services | | | | | | | | | |
| | .07 | Full Time Representation Onsite | | | | | | | AS | | Basic Services Include Standard CA Observations |
| | .08 | Post -Occupancy Project Performance Evaluation | | | | | | | | AS | Fee TBD if Needed; No Fee Req'd w/RFP Response |
| | .09 | Facility Support Services (B210) | | | | | | | | AS | |

| Responsibility Key | | |
|-----------------------------|--|-----------------------------------------------------------------|
| Designation in Above Matrix | | Architect's Basic Services A |
| | | Architect's Additional Services AS |
| | | Owner's Responsibility (Either In-House or Contracted) O |
| | | Completed Previous to this Agreement C |
| | | Not Provided by Either the Owner or Architect NP |
| | | Not Applicable to the Project NA |

City of Denton's
Solid Waste Fleet Maintenance Facility
PSA - - Basic and Additional Services
Quorum Architects

| Description | Architectural | Structural | Mechanical Electrical & Plumbing | Subtotal Basic Services | Civil | Topo Survey | Landscape Design | Interior Design (Fixed) | Interior Design (FF&E) | IT, Teledata, Telecomm & AV (Not Used) | Security (Not Used) | Cost Estimating | Sustainable- Design (not used) TDLR coord. | Geotechnical Engineering | Other Consultants - Alternates | Total | Comments |
|--------------------------------------------------------------------|---------------|------------|----------------------------------------|-------------------------------|--------|----------------|---------------------|-------------------------------|------------------------------|----------------------------------------------------|------------------------|--------------------|--------------------------------------------------|-----------------------------|--------------------------------------|---------|------------------------------------------|
| <u>Design and Engineering Fees</u> | | | | | | | | | | | | | | | | | |
| Schematic Design | 68,000 | 10,000 | 11,000 | 89,000 | 10,000 | 12,000 | | | | | | 6,000 | | 15,000 | | 132,000 | |
| Design Development | 78,000 | 17,000 | 19,000 | 114,000 | 30,000 | | 4,000 | 7,500 | | | | 7,500 | | | | 163,000 | |
| Construction Documents | 98,000 | 22,000 | 27,000 | 147,000 | 35,000 | | 7,500 | 8,500 | | | | 9,500 | 1,400 | | | 208,900 | |
| Bidding & Negotiation | 20,000 | | | 20,000 | | | | | | | | | | | | 20,000 | |
| Contract Administration | 98,000 | 16,000 | 15,000 | 129,000 | | | 2,500 | | | | | | 1,400 | | | 132,900 | |
| Subtotal Design Fees | 362,000 | 65,000 | 72,000 | 499,000 | 75,000 | 12,000 | 14,000 | 16,000 | | | | 23,000 | 2,800 | 15,000 | | 656,800 | |
| <u>Reimbursable Expenses</u> | | | | | | | | | | | | | | | | | |
| Reproduction & Printing Costs | 4,100 | | | | | | | | | | | | | | | 4,100 | |
| Shipping/Overnight Services & Postage | 800 | | | | | | | | | | | | | | | 800 | |
| Mileage, Airfare, Lodging, Meals, & Travel Costs | 1,400 | | | | | | | | | | | | | | | 1,400 | |
| Reimbursable Contingency | 700 | | | | | | | | | | | | | | | 700 | |
| Subtotal Reimbursable Expenses | 7,000 | | | | | | | | | | | | | | | 7,000 | |
| <u>Alternates (Value Added Services at the Owner's Option)</u> | | | | | | | | | | | | | | | | | |
| Alternate #01 - Energy Modelling | | | | | | | | | | | | | | | 16,000 | 16,000 | comparing systems & envelope design only |
| Alternate #02 - LEED Certification (Lowest Level) | | | | | | | | | | | | | | | 72,000 | 72,000 | |
| Alternate #03 - FF&E Procurement Management | | | | | | | | | 18,000 | | | | | | | 18,000 | |
| Alternate #04 - Electronic As-Builts from GC's Redlines | 4,000 | 1,800 | 2,800 | | 2,800 | | | | | | | | | | | 11,400 | |
| Subtotal Alternates | 4,000 | 1,800 | 2,800 | | 2,800 | | | | 18,000 | | | | | | 88,000 | 117,400 | |
| | | | | | | | | | | | | | | | | | |
| <u>Total of Fees, Reimbursable & Alternates</u> | 373,000 | 66,800 | 74,800 | 499,000 | 77,800 | 12,000 | 14,000 | 16,000 | 18,000 | | | 23,000 | 2,800 | 15,000 | 88,000 | 781,200 | |

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

QUORUM ARCHITECTS, INC

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

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

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

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐

Yes

☐

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 DocuSigned by:

David Duman

10/28/2022

7CD18EF8B90646B
Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

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

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

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

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 134C32AA683748A2A090C4CCEE6E3316

Status: Sent

Subject: Please DocuSign: City Council Contract 7818-004 Solid Waste Fleet Maintenance Facility Services

Source Envelope:

Document Pages: 35

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christa Christian

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

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

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Christa Christian

Location: DocuSign

10/26/2022 2:30:50 PM

Christa.Christian@cityofdenton.com

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

Christa Christian

Completed

Sent: 10/26/2022 2:36:23 PM

christa.christian@cityofdenton.com

Viewed: 10/26/2022 2:36:40 PM

Senior Buyer

Signed: 10/26/2022 2:37:04 PM

City of Denton

Using IP Address: 198.49.140.10

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

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Lori Hewell



Sent: 10/26/2022 2:37:08 PM

lori.hewell@cityofdenton.com

Viewed: 10/26/2022 2:37:49 PM

Purchasing Manager

Signed: 10/26/2022 2:38:06 PM

City of Denton

Signature Adoption: Pre-selected Style

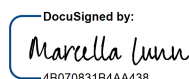
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(None)

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Electronic Record and Signature Disclosure:

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Marcella Lunn



Sent: 10/26/2022 2:38:11 PM

marcella.lunn@cityofdenton.com

Viewed: 10/27/2022 10:10:19 PM

Deputy City Attorney

Signed: 10/27/2022 10:13:32 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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David Duman



Sent: 10/27/2022 10:13:37 PM

davidd@qarch.com

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Principal, Vice President

Signed: 10/28/2022 8:45:19 AM

Security Level: Email, Account Authentication
(None)

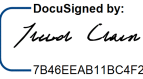
Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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| Signer Events | Signature | Timestamp |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <p>Trevor Crain</p> <p>trevor.crain@cityofdenton.com</p> <p>Interim Director of Facilities</p> <p>Security Level: Email, Account Authentication (None)</p> | <p>DocuSigned by:</p>  <p>7B46EEAB11BC4F2...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 198.49.140.10</p> | <p>Sent: 10/28/2022 8:45:23 AM</p> <p>Viewed: 10/28/2022 9:18:31 AM</p> <p>Signed: 10/28/2022 9:19:27 AM</p> |

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Cheyenne Defee

cheyenne.defee@cityofdenton.com

Procurement Administration Supervisor

City of Denton

Security Level: Email, Account Authentication (None)

Sent: 10/28/2022 9:19:31 AM

Electronic Record and Signature Disclosure:
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Sara Hensley

sara.hensley@cityofdenton.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Rosa Rios

rosa.rios@cityofdenton.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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ID: 34047a2f-f981-4885-8806-e2f8604e83a5

| 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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| Carbon Copy Events | Status | Timestamp |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------------------|
| Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Hailey Payne hailey.payne@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | <div>COPIED</div> | Sent: 10/28/2022 9:19:31 AM Viewed: 10/28/2022 9:58:51 AM |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 10/26/2022 2:36:23 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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