

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 MARTINEZ ARCHITECTS, LP, FOR THE ARCHITECTURAL DESIGN SERVICES OF FIRE STATION # 5 & FIRE STATION # 6 FOR THE CAPITAL PROJECTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7818-011 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO MARTINEZ ARCHITECTS, LP, IN THE NOT-TO-EXCEED AMOUNT OF \$2,071,500.00).

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 Martinez Architects, LP, to provide professional design services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

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

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


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

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  _____
Digitally signed by Marcella Lunn
DN: dc=com, dc=cityofdenton,
dc=codad, ou=Department Users
and Groups, ou=General
Government, ou=Legal, cn=Marcella
Lunn,
email=Marcella.Lunn@cityofdenton.c
om
Date: 2024.04.02 16:02:54 -05'00'



Docusign City Council Transmittal Coversheet

PSA	7818-011
File Name	Architectural Design of Fire Station 5 & 6
Purchasing Contact	Cori Power
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 Martinez Architects, LP, with its corporate office at 700 Rockmead, Suite 260, Houston, TX 77339, and authorized to do business in Texas, ("ARCHITECT"), for a PROJECT generally described as: Architectural Services for Fire Station #5 & #6 (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 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 **\$2,071,500.00** 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 or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

- f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.
- g. Any deductible or self insured retention in excess of \$25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. The CITY shall be entitled, upon its request and without incurring expense, to review the 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 or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **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. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is

involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethics Ordinance 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

R. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

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

The contractor shall:

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

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

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:

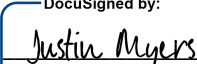
Attachment A - Scope of Services, Project Schedule, and Compensation

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

ARCHITECT:
MARTINEZ ARCHITECTS, LP

BY: 

AUTHORIZED SIGNOR

NAME: Justin Myers

TITLE: Partner

2024-1121981

TEXAS EHTICS COMMISSION
CERTIFICATE NUMBER

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

DocuSigned by:
 

SIGNATURE PRINTED NAME

Director of Capital Projects
TITLE

Engineering Services
DEPARTMENT

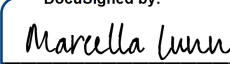
CITY:
CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: 

4B070831B4AA438...

ATTACHMENT A



January 29, 2024

Giovanni Pineiro-Villalba
City of Denton

RE: Agreement for Architectural Professional Services
Denton Fire Stations 5 & 6
RFQ #7818

Mr. Pineiro-Villalba:

Thank you for the opportunity to assist with the City of Denton Fire Stations #5 and #6 (the Project). This proposal for Architectural Professional Services engages Martinez Architects, LP (MA) and The City of Denton, Texas (Client). This proposal letter is provided as a supplement to the standard AIA Owner-Architect Agreement **OR** the standard City of Denton Agreement for Architectural Services. Any discrepancy between the two shall be brought to the architect's attention for resolution, and by default shall defer to the standard form contract.

Section 1: Project Description

1.01: Project Description

Two (2) approximately 12,500 SF new fire stations. Each Fire station will include three (3) apparatus bays and living spaces will support (10) personnel, including two officers. Station 5 will be located at 2330 W. Windsor. Station 6 will be located on a new site at the Northwest corner of Henter's Creek and Teasley. Scope of Work shall include programming, multiple Schematic Design options (of which one (1) will be developed into Design Development Documents), and upon approval from Owner, finalized into Construction Documents for Bidding and Construction Purposes. It is understood that the project will be delivered via a Construction Manager-at-Risk (CMAR) contract.

1.02: Project Budget

Budget will be developed in coordination with CMAR as building program is refined. Current assumption for basis of this proposal is that construction will cost \$18,000,000.00 total (\$9M per station).

Budget increase due to escalation shall not increase the fee for architectural/engineering design services. Any increase in design fees will be as a result of change in scope only. Refer to 1.05 Design Fees.

1.03: Anticipated Project Schedule:

Major Milestones:

- Design Meetings
 - o Bi-weekly meetings with Owner through Construction Documents
- Programming (Beginning with kickoff meeting after Design NTP)
 - o Three (3) Weeks
- Schematic Design
 - o 100% Schematic Design – 5 Weeks



- Owner Review – 1 Week
- Design Development
 - 100% Design Development – 6 Weeks
 - Owner Review and CMAR Cost Estimating – 2 Weeks
- Construction Documents
 - 50% Construction Documents – 4 Weeks
 - Owner Review and CMAR Cost Estimating – 2 Weeks
 - 90% Construction Documents – 4 Weeks
 - Owner Review and CMAR Cost Estimating – 2 Weeks
 - Begin Permit Plan Review
 - Issue for CMAR sub-contractor bidding (timing to-be-determined by Owner)
 - 100% Construction Documents – 3 Weeks
 - Issue for Construction with addenda incorporated
- Construction Commencement
 - Upon Contract approval of GMP and Contractor mobilization
- Substantial Completion
 - Estimated at Fourteen (14) Months after Notice-to-Proceed with Construction for each Station.
 - If construction administration services extend beyond Sixteen (16) months, architect may be due additional services fees for time, billed hourly or as negotiated.

1.04: Scope of Work:

Our fee proposal is inclusive of full Architectural and Engineering Services necessary from preliminary design phase to construction administration services during construction. Within the scope of work, we will provide the following services:

- Coordination and Review of the following Owner-Provided Scope, if needed:
 - Phase I Environmental Report
 - Construction Materials Testing, as required by owner
 - Building Commissioning
 - Owner may desire independent commissioning of building systems beyond the contractual testing & balancing to be performed by the mechanical sub-contractor. If desired, architect will coordinate with the commissioning agent as needed.
- Provide complete Architectural and Engineering Service documents and specification to permit, bid and construct the programmed facility through the following disciplines and deliverables:
 - Programming
 - Project Meetings
 - Owner/Architect to coordinate meetings to discuss and program the project
 - Provide regular updates of progress



- Schematic Design
 - Project Meetings
 - Owner/Architect to coordinate meetings for Design Review
 - Provide regular updates of progress
 - Coordinate and Provide Geotechnical Soils Report
 - Sub-Consultant Coordination
 - MA to work with MEP, Technology, Structural, Civil, Surveying, Landscape, and Geotechnical engineering and design sub-consultants to develop narratives and design concepts for each discipline.
 - Cost Estimating by Architect's Cost Consultant, including reconciliation with CMAR's estimates.
- Design Development
 - Project Meetings
 - Owner/Architect to coordinate meetings for Design Review
 - Provide regular updates of progress
 - Sub-Consultant Coordination
 - MA to work with MEP, Technology, Structural, Civil, Landscape, and Geotechnical engineering and design sub-consultants to develop details for Design Development phase.
 - Cost Estimating by Architect's Cost Consultant, including reconciliation with CMAR's estimates.
- Construction Documents
 - Project Meetings
 - Owner/Architect to coordinate meetings for Design Review
 - Provide regular updates and progress of construction document completion
 - Update the anticipated schedule with CMAR
 - Landscaping and Irrigation
 - Provide Landscape Plan specifying the treatment of all exterior landscaping areas within the limits of the property boundary. Calculations conforming to the requirements of the authority having jurisdiction.
 - Design Irrigation Plan for a fully operational system. System shall be designed to conserve water and limit operational and maintenance costs.
 - Topographical Survey
 - Design Team shall provide a topographical survey in AutoCAD format for the use of engineering and permitting.
 - Domestic and Sanitary Utilities



- Design Team shall provide utility tie-ins within the rights-of-way the extent of the property line of the project site.
- Coordination with the authorities having jurisdiction for water and wastewater utilities.
- Electrical and Gas Utilities
 - Design Team shall provide utility tie-ins within the rights-of-way along the extent of the property line of the project site.
 - Coordination with the authorities having jurisdiction for electrical and gas utilities.
- Civil Construction Plans
 - Prepare a dimensioned site plan and prepare construction plans for the following:
 - Grading plan to establish finish floor elevations and to establish paving elevations on driveways and parking areas.
 - Identify storm water calculations for the preparation of construction plans for storm sewer design
 - Prepare and issue final signed and sealed construction plans for permitting by Civil Engineer licensed by the State of Texas to Authorities having Jurisdiction.
- Building Structure
 - Design Team shall provide site plan, floor plan, elevations, building section, wall sections, interior elevations, schedules, and details.
 - Structural Plans to be provided by a licensed engineer and shall include foundation plans and details, structural components to support all components of building including collateral and lateral loads, dead loads, etc.
 - Prepare and issue final signed and sealed construction plans for permitting by Structural Engineer licensed by the State of Texas to Authorities having Jurisdiction.
- Building Systems
 - Design of systems within the facilities including Mechanical, Electrical, Plumbing, Security and Technology systems. Systems shall be coordinated and compatible with existing systems incorporated into city facilities.
 - Prepare and issue final signed and sealed construction plans for permitting by Engineer licensed by the State of Texas to Authorities having Jurisdiction, including Comcheck reports for energy-code compliance.
- Permitting
 - Coordinate ADA/TAS review and inspection of the facility with the State of Texas.
 - Coordinate all permitting submission(s) as required with the Authority having Jurisdiction
 - All Permitting Fees, if required, shall be reimbursed by the Owner.
 - Cost Estimating by Architect's Cost Consultant, including reconciliation with CMAR's estimates.
- Bidding



- Coordinate with Owner and CMAR for solicitation for Request for Proposal to sub-contractors
- Construction Manager at-Risk delivery method
- Update the anticipated construction schedule as needed with CMAR
- Construction Administration
 - Architect participation in all OAC meetings
 - A/E staff in-person on-site every two weeks.
 - Site Observation visits and accompanying Field Reports (at each visit by each discipline listed), in addition to Punch List Inspections:
 - Architect: Every 2 weeks
 - Structural Engineer: (3) total
 - Civil Engineer: (3) total
 - Landscape Architect: (2) total
 - M/E/P/T Engineer: (4) total
 - Geotech: visits as needed to prepare soils report and to verify paving/foundation preparation of soils during construction.
- Potential Supplemental Services
 - Minor Replat of Parcel
 - Trip Generation Memorandum (Traffic Engineering)
 - Temp Fire Station Housing – Civil Plans, ZCP, Submittals and Coordination (Station 5)
 - TxDOT Driveway Permits
 - Stormwater Pollution Prevention Plans
 - Sanitary Sewer Utility Extension (Station 6)

1.05: Design Fees:

Base Fee: Fee will be based on a percentage of 9.5% of the construction cost, assumed at \$18,000,000, for a Fixed Fee total of \$1,710,000.00.

Reimbursable Expenses:

Reimbursable expenses to not exceed \$10,000 and will be billed at cost with no mark-up, and shall be allowed to include:

- Permitting Fees (if applicable), TDL&R registration and inspection fees.
- Physical models or professional photography requested by the Owner.
- Project websites required for use by owner.
- FedEx, couriers, print-shop reproduction, and other printing costs associated with project presentation.
- Postage, handling, and delivery.



Additional Services Fees:

- Additional Owner-requested Site Observations / Site Meetings: \$1,000 per visit per discipline.
- Additional work outside the base scope of services: per hourly rate as identified below, or as negotiated. Such negotiations shall depend on scope of change, number of design disciplines affected by changes, and in which phase of project the change occurs.
- Estimated Additional Services Fees for purpose of Owner Contingency Fund planning: \$40,000.00

Fees for Potential Supplemental Services

- Minor Replat of Parcel - \$7,500 per site
- Trip Generation Memorandum (Traffic Engineering) - \$3,000 per site
- Temp Fire Station Housing (Station 5)
 - Civil Plans - \$9,000
 - ZCP - \$6,000
 - Submittals and Coordination - \$6,000
- TxDOT Driveway Permits - \$4,500 per site
- Stormwater Pollution Prevention Plans - \$1,500 per site
- Sanitary Sewer Utility Extension (Station 6) - \$15,000

Summary Anticipated Fee Totals:

• Proposed Basic Services	\$1,710,000.00
• Reimbursable Expenses Estimate	\$10,000.00
• Additional Services Estimate	\$40,000.00
• <u>Potential Supplemental Services</u>	<u>\$69,000.00</u>
• TOTAL	\$1,829,000.00
• Note: Owner Contingency for Design Phase Services is recommended as \$119,000.00 (Reimbursable + Additional + Potential Supplemental Services)	

Invoicing:

Our fee is to be paid in installments at various completed stages throughout the project as noted below:

Programming	05%
Schematic Design	10%
Design Development	10%
Construction Documents	35%
Permitting / Bidding	05%
Construction Administration	35%

Hourly Billing Rates:

Principal	\$250/hr
Project Manager	\$200/hr
Project Architect	\$175/hr
Technical Personnel	\$100/hr
Clerical Personnel	\$75/hr



Mr. Pineiro-Villalba – we appreciate the opportunity to work with you, and we look forward to a successful project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin Myers", is written over a horizontal line.

Justin Myers, AIA

Partner, Martinez Architects



March 13, 2024

Giovanni Pineiro-Villalba
City of Denton

RE: Proposal for Additional Services Amendment related to Modular (Temporary) Fire Station 5.
Denton Fire Stations 5 & 6

Mr. Pineiro-Villalba:

Martinez Architects (MA) thanks you for the opportunity to submit this proposal for additional design and engineering services related to the proposed Modular (Temporary) Fire Station 5. Our understanding of the scope of project is attached to this proposal, identified as an Exhibit below.

SCOPE OF SERVICES:

1. Modular Building design services by Extreme Modular Buildings (EMB) – refer to attached proposal sent from EMB to the City of Denton.
2. Engineering Design Services, including permitting, bid-phase support, and Construction Administration:
 - a. Electrical/Plumbing Engineering and coordination for Electrical service, Gas Service, and Fiber Communications utility to the building.
 - i. MEP Consultant: Parkhill
 - b. Structural Engineering for building foundation design.
 - i. Structural Consultant: JQ Engineering
 - c. Geotechnical Borings and Engineering for soils preparation and foundation design.
 - i. Geotechnical Consultant: UES
 - d. Civil Engineering Basic Services (Civil Consultant: Kimley Horn)
 - i. Boundary & Topographic Survey
 - ii. Preliminary Engineering Plans (Zoning Compliance Plan)
 - iii. Civil Engineering Plan
 - e. Civil Engineering Additional Services
 - i. Traffic Control Plan (\$3,000)
 - ii. Record Drawings (\$2,500)
 - iii. Minor Replat (\$7,500)
 - iv. Trip Generation Memorandum (\$3,000)
 - v. Stormwater Pollution Prevention Plan (\$1,500)

ATTACHED EXHIBITS:

- Memorandum of Building and Project Scope (2-29-2024)
- Proposal of Scope of Services from EMB (1-29-2024)
- Design Services invoice from EMB (2-28-2024)
- Modular Building Preliminary Floor Plan

(on file with the City)

**PROPOSED FEE:**

See breakdown of services by hourly rates, next page:

Facility Design by EMB (<i>Item #1 above</i>)	\$118,000.00
Engineering, Coordination & Project Management (<i>Items 2a-2d above</i>)	\$107,000.00
TOTAL PROPOSED BASIC SERVICES FEE:	\$225,000.00
Additional Services (<i>Item 2e above, with line items costs shown</i>)	\$17,500.00
TOTAL PROPOSED BASIC SERVICES + ADD SERVICES FEE:	\$242,500.00

Invoicing shall be conducted at progress intervals each month.

Signed:

A handwritten signature in blue ink, appearing to read "Justin Myers", is written over a horizontal line.

Justin Myers, AIA, NCARB
Partner, Martinez Architects, LP

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.

Martinez Architects, LP

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:

Justin Myers

3/26/2024

Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/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: 02A2DCE223E24673B0904CB48A808DD4

Status: Sent

Subject: Please DocuSign: City Council Contract 7818-011 Architectural Design of Fire Station 5 & 6

Source Envelope:

Document Pages: 30

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

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

cori.power@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Cori Power

Location: DocuSign

3/25/2024 4:35:30 PM

cori.power@cityofdenton.com

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

Cori Power

Completed

Sent: 3/25/2024 4:40:46 PM

cori.power@cityofdenton.com

Viewed: 3/25/2024 4:40:57 PM

Purchasing Supervisor

Signed: 3/25/2024 4:41:18 PM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Lori Hewell



Sent: 3/25/2024 4:41:21 PM

lori.hewell@cityofdenton.com

Viewed: 3/25/2024 4:45:56 PM

Purchasing Manager

Signed: 3/25/2024 5:03:06 PM

City of Denton

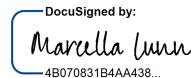
Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn



Sent: 3/25/2024 5:03:09 PM

marcella.lunn@cityofdenton.com

Viewed: 3/25/2024 5:25:17 PM

Senior Deputy City Attorney

Signed: 3/25/2024 5:26:12 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 35.135.179.188

Signed using mobile

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Justin Myers



Sent: 3/25/2024 5:26:16 PM

justinm@martinez-architects.com

Viewed: 3/26/2024 9:12:57 AM

Partner

Signed: 3/26/2024 9:15:06 AM

Security Level: Email, Account Authentication
(None)

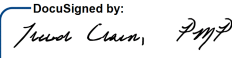
Signature Adoption: Pre-selected Style

Using IP Address: 50.172.202.150

Electronic Record and Signature Disclosure:

Accepted: 3/26/2024 9:12:57 AM

ID: 3fe48079-05ea-4c7b-a930-45ca30907a36

Signer Events	Signature	Timestamp
Trevor Crain, PMP Trevor.Crain@cityofdenton.com Director of Capital Projects City of Denton Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  7B46EEAB11BC4F2...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</div>	Sent: 3/26/2024 9:15:09 AM Viewed: 3/26/2024 9:31:27 AM Signed: 3/26/2024 9:31:47 AM

Electronic Record and Signature Disclosure:
Accepted: 3/26/2024 9:31:27 AM
ID: cbbac67c-8861-4195-a322-6cc400ae2408

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

Sent: 3/26/2024 9:31:51 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jesus Salazar
jesus.salazar@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 3/26/2024 12:33:18 PM
ID: d87863a4-655d-47bb-8ea9-dff2eeee218f

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)

Sent: 3/25/2024 4:41:21 PM

COPIED

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<div>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</div> <div>City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</div> <div>Giovanni.Pineiro-Villalba Giovanni.Pineiro-Villalba@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/27/2024 8:47:38 AM ID: 14c40a59-082a-4d36-92cc-eb466a043568</div>	<div>COPIED</div>	<div>Sent: 3/26/2024 9:31:50 AM Viewed: 3/27/2024 9:11:53 AM</div>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/25/2024 4:40:46 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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

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