

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WESTWOOD PROFESSIONAL SERVICES, INC., FOR FIELD SURVEY AND ENGINEERING ANALYSIS OF DAMS AND PONDS FOR THE ENGINEERING AND DRAINAGE DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7599-015 – PROFESSIONAL SERVICES AGREEMENT FOR ANALYSIS SERVICES AWARDED TO WESTWOOD PROFESSIONAL SERVICES, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$396,152.00).

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

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Westwood Professional Services, Inc., for field survey and engineering analysis of dams and ponds for the Engineering and Drainage Department, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

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

| | 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.

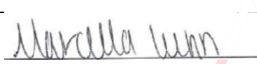
GERARD HUDSPETH, MAYOR

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.com
Date: 2024.04.08 12:20:36 -05'00'



Docusign City Council Transmittal Coversheet

| | |
|--------------------------|----------------------------------|
| PSA | 7599-015 |
| File Name | Pond Sediment Removal Assessment |
| Purchasing Contact | Cori Power |
| City Council Target Date | |
| Piggy Back Option | Not Applicable |
| Contract Expiration | |
| Ordinance | |

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Westwood Professional Services, Inc. with its corporate office at 2805 North Dallas Parkway, Suite 150, Plano, Texas 75093 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Pond Sediment Removal Assessment (the "PROJECT").

SECTION 1 **Scope of Services**

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

SECTION 2 **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed **\$396,152** in the manner and in accordance with the fee schedule as set forth in Exhibit B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Exhibit A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Exhibit C.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

- (1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Exhibit C to reasonably substantiate the invoices.
- (2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.
- (3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.
- (4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
- (5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4 Obligations of the Engineer

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

care of a competent engineer.

C. Subsurface Investigations

- (1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Exhibit A.
- (2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

Exhibit A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

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

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

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

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the

construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

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

I. Right to Audit

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

J. INSURANCE

(1) ENGINEER'S INSURANCE

- a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of \$1,000,000.00 per each occurrence with a \$2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.
 - i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.
 - ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.
- b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of \$1,000,000 combined single limit. Such insurance shall cover liability arising out of “any auto”, including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.
 - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER

pursuant to this AGREEMENT or under any applicable auto physical damage coverage.

- c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.
 - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.
- d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a limit of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.
- b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.
- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.
- e. A minimum of thirty (30) days notice of cancellation in coverage shall be

provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

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

ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Exhibit C to this AGREEMENT.

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.
- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5 **Obligations of the City**

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

F. Asbestos or Hazardous Substances Release.

- (1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.
- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or

resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

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

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.
- b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
- b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
- c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

- (3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

L. Prohibition on Contracts with Companies Boycotting Israel

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

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

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization.

By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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

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

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

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

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

Q. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

R. Certificate of Interested Parties Electronic Filing

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

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

The contractor shall:

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

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

S. Agreement Documents

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

- Exhibit A - Scope of Services
- Exhibit B – Compensation
- Exhibit C - Schedule
- Exhibit D - Location Map

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

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

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

BY:
CITY OF DENTON, TEXAS

Sara Hensley, City Manager

BY:
ENGINEER
Westwood Professional Services, Inc.


DocuSigned by:


Brian O'Neill, Director Public Infrastructure

2024-1123225

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

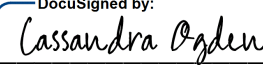
BY: 

4B070831B4AA438...

ATTEST:
_____, CITY SECRETARY

BY: _____

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

DocuSigned by:


Signature E2FF20F494EA4F9...

Assistant City Manager
Title

City Manager's Office
Department

EXHIBIT A to Agreement between the City of Denton, Texas (OWNER) and Westwood Professional Services, Inc., (CONSULTANT) for Consulting Services

**EXHIBIT 'A' – SCOPE OF SERVICES
MONTECITO PARK POND SEDIMENT REMOVAL ASSESSMENT
PHASE 1 - FEASIBILITY STUDY**

PROJECT DESCRIPTION:

This project consists of developing a feasibility study to remove existing sediment from the Montecito Park Pond. This Phase 1 - Montecito Park Pond Feasibility Study will provide information regarding permitting, conceptual sediment removal alternatives and project costs. Tasks performed in this study will include: Bathymetric Pond Sediment Survey, Field Survey, Preliminary Environmental Permitting Assessment, Conceptual Pond Improvements, Preliminary Design Report, Opinion of Probable Project Cost Development and Sediment Sampling (PROJECT). It is anticipated that the Phase 2 design, if required - Montecito Park Pond Preliminary (60%) and Final Design (95% and 100%) documents will be an amendment to the scope of this project after the completion of this feasibility study, if required.

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

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

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify design criteria, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
- Conduct review meetings with the OWNER at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.

B. Conceptual Design

1. Pond Sediment Removal Plan – The CONSULTANT shall determine project limits for pond sediment removal and potential means and methods for sediment removal.

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2. Prepare conceptual GIS exhibits and/or CAD plan sheets showing pond sediment removal locations, sediment quantities, capital improvements, pond modifications, property boundaries, access points, staging locations, construction constraints and potential utility conflicts.
3. Prepare conceptual opinion of probable project cost (OPPC). OPPC will include sediment quantity removal and any proposed pond improvements to sufficient detail for budgeting purposes to move forward with Phase 2 – final design and construction, if required.

Deliverables:

- Conceptual GIS exhibits and/or CAD plan sheets
- Opinion of Probable Project Cost

C. Feasibility Study Report

Prepare a Feasibility Study Report summarizing bathymetric sediment survey, conceptual design, and permitting constraints. Feasibility Study report will include exhibits, conceptual plan sheets, opinions of probable project costs and recommendations for Phase 2 - Design of Proposed Montecito Park Pond Improvements.

Upon approval of the Phase 1 - Montecito Park Pond Improvements Feasibility Study, the CONSULTANT and OWNER will execute Phase 2 - Design of Proposed Montecito Park Pond Improvements agreement, if required.

D. Bathymetric Sediment Survey

1. Using a boat, GPS and sonar, perform survey grade bathymetry and sediment survey for pond.
 - Develop pond subsurface depth contour lines on a 2D map. Measure silt depth manually inserted into the silt or by using dual-frequency, acoustic sonar.
 - Develop 2D and 3D bathymetric and sediment survey maps.

Deliverables:

- Full resolution digital PDF formats of: 2D and 3D Bathymetric Maps.
- Sub-bottom Silt Distribution/Volumetric Map.
- Delta Modeling (Net loss/net gain exhibit).

E. Field Survey

1. An on the ground field survey will be performed around the perimeter of the pond for an approximate 25-foot wide buffer to obtain general topography, structures, trees, paving, utilities and surface features in the vicinity of the pond.

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2. Existing property ownership and easement data will be researched and included in the survey.
3. Survey control points will be established.
4. CAD survey points and topography will be developed for study and design.

F. Environmental Permitting Assessment

1. Environmental permitting tasks will be performed with the intent of meeting regulatory agency requirements while minimizing permitting and mitigation costs.
2. Perform jurisdictional Waters of the United States delineation.
3. Prepare an environmental permitting technical memo outlining permitting requirements and proposed costs with Federal and State environmental agencies (i.e., USACE, USFWS, NRCS, TPWD, THC, and TCEQ).
4. Conduct a site visit to document observed plant and animal species and map vegetation/habitat types within the project area. Other interesting ecological features, such as unusual vegetation specimens (e.g., large trees, large rocks), wildlife trails, concentrations of non-native vegetation, etc., will be documented by Westwood in the field and recorded via GPS and photographs.
5. Prepare an Environmentally Sensitive Areas Assessment Report. Information collected from remote sensing sources and during the site visit task will be compiled into an environmentally sensitive areas assessment report. The report will include a written narrative for the Project, a description of the environmentally sensitive areas, and an assessment of the environmentally sensitive areas (i.e., determination of areas that do not meet the criteria of an environmentally sensitive area).
6. Conduct a review of the potential for federally threatened and endangered (T&E) species by reviewing the Texas Natural Diversity Database natural heritage data and a project review request by the U.S. Fish and Wildlife Service. Based on the information obtained from these sources, a review of online data related to T&E species and critical habitat, and information collected during the site visit, Westwood will prepare a brief memo-style report with exhibits summarizing our findings. The memo report will document ESAs in or around the Project and the potential for the presence of T&E species.
7. Perform desktop research utilizing readily available resource documents to preliminarily identify potential constraints associated with the project site and proposed project parameters which may require additional work and/or

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permitting from local, state, or federal agencies. Resource documents which may be reviewed may include, but may not be limited to:

- Historic aerial photographs
 - Historic USGS topographic maps
 - National Wetlands Inventory map
 - Soil survey map
 - FEMA floodplain data and maps
 - Threatened and endangered species county lists (federal and state)
 - Threatened and endangered species occurrence records
 - Vegetation data
 - Texas Historic Sites and Archaeological Sites Atlases
 - National Register of Historic Places database
8. Perform a reconnaissance of the project site in an attempt to verify the presence or absence of potential natural and cultural resources permitting constraints which are identified through desktop research.
9. Perform informal agency consultation in an effort to confirm some natural and cultural resources permitting requirements based on project parameters and project location. More specifically, conceptual consultation may be performed, upon the Client's request, with the following agencies:
- U.S. Army Corps of Engineers to assist in determining whether the proposed project consists of regulated activities under Section 404 of the Clean Water Act.
 - Texas Parks and Wildlife Department to assist in determining whether a state protected mussel survey will be required.
 - Texas Parks and Wildlife Department to assist in determining whether a sand and gravel permit will be required.
 - City of Denton to assist in determining whether a tree survey or tree removal permit will be required.

Deliverables:

- Letter report providing the results of the assessments, potential natural and cultural resources permitting constraints, future action options based on appropriate regulatory path, and conclusions and recommendations.

G. Sediment Sampling

1. Two representative sediment samples will be obtained for the pond and submitted to a qualified laboratory for analysis. Each sediment sample will be tested for 14 priority pollutant metals, volatile organic compounds (VOCs), semi-VOCs (SVOCs), organophosphorus pesticides, chlorinated acid herbicides, pH, and total petroleum hydrocarbons (TPH). Testing for

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the EPA's Toxicity Characteristic Leaching Procedure (TCLP) is not included in the scope of services at this time.

2. Following receipt of the laboratory reports, we will provide analytical summary tables, maps depicting the sample locations, laboratory reports and a brief cover letter for each site as our report documentation.
3. We will determine the preliminary waste classification for each area based upon the initial data and will advise the OWNER if additional TCLP or other testing is warranted.
4. Recommendations for handling and removal of sediment material will be evaluated and included in the report deliverables.

H. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

Services not included in this contract:

- *Formal coordination with regulatory or permitting agencies.*
- *Preliminary or final design construction documents (To be prepared in Phase 2 of this project)*
- *Public hearings or City Council/Commission meetings*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*

END OF EXHIBIT 'A'

EXHIBIT A to Agreement between the City of Denton, Texas (OWNER) and Westwood Professional Services, Inc., (CONSULTANT) for Consulting Services

**EXHIBIT 'A' – SCOPE OF SERVICES
NORTH LAKE PARK PONDS 1 AND 2 SEDIMENT REMOVAL ASSESSMENT
PHASE 1 - FEASIBILITY STUDY**

PROJECT DESCRIPTION:

This project consists of developing a feasibility study to remove existing sediment from the North Lake Park Ponds 1 and 2. This Phase 1 - North Lake Park Ponds 1 and 2 Feasibility Study will provide information regarding permitting, conceptual sediment removal alternatives and project costs. Tasks performed in this study will include: Bathymetric Pond Sediment Survey, Field Survey, Preliminary Environmental Permitting Assessment, Conceptual Pond Improvements, Preliminary Design Report, Opinion of Probable Project Cost Development and Sediment Sampling (PROJECT). It is anticipated that the Phase 2 design, if required - North Lake Park Ponds 1 and 2 Preliminary (60%) and Final Design (95% and 100%) documents will be an amendment to the scope of this project after the completion of this feasibility study, if required.

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

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

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify design criteria, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
- Conduct review meetings with the OWNER at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.

B. Conceptual Design

1. Pond Sediment Removal Plan – The CONSULTANT shall determine project limits for pond sediment removal and potential means and methods for sediment removal.

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Services

2. Prepare conceptual GIS exhibits and/or CAD plan sheets showing pond sediment removal locations, sediment quantities, capital improvements, pond modifications, property boundaries, access points, staging locations, construction constraints and potential utility conflicts.
3. Prepare conceptual opinion of probable project cost (OPPC). OPPC will include sediment quantity removal and any proposed pond improvements to sufficient detail for budgeting purposes to move forward with Phase 2 – final design and construction, if required.

Deliverables:

- Conceptual GIS exhibits and/or CAD plan sheets
- Opinion of Probable Project Cost

C. Feasibility Study Report

Prepare a Feasibility Study Report summarizing bathymetric sediment survey, conceptual design, and permitting constraints. Feasibility Study report will include exhibits, conceptual plan sheets, opinions of probable project costs and recommendations for Phase 2 - Design of Proposed North Lake Park Ponds 1 and 2 Pond Improvements.

Upon approval of the Phase 1 - North Lake Park Ponds 1 and 2 Pond Improvements Feasibility Study, the CONSULTANT and OWNER will execute Phase 2 - Design of Proposed North Lake Park Ponds 1 and 2 Pond Improvements agreement, if required.

D. Bathymetric Sediment Survey

1. Using a boat, GPS and sonar, perform survey grade bathymetry and sediment survey for pond.
 - Develop pond subsurface depth contour lines on a 2D map. Measure silt depth manually inserted into the silt or by using dual-frequency, acoustic sonar.
 - Develop 2D and 3D bathymetric and sediment survey maps.

Deliverables:

- Full resolution digital PDF formats of: 2D and 3D Bathymetric Maps.
- Sub-bottom Silt Distribution/Volumetric Map.
- Delta Modeling (Net loss/net gain exhibit).

E. Field Survey

1. An on the ground field survey will be performed around the perimeter of each pond for an approximate 25-foot wide buffer to obtain general

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topography, structures, trees, paving, utilities and surface features in the vicinity of the pond.

2. Existing property ownership and easement data will be researched and included in the survey.
3. Survey control points will be established.
4. CAD survey points and topography will be developed for study and design.

F. Environmental Permitting Assessment

1. Environmental permitting tasks will be performed with the intent of meeting regulatory agency requirements while minimizing permitting and mitigation costs.
2. Perform jurisdictional Waters of the United States delineation.
3. Prepare an environmental permitting technical memo outlining permitting requirements and proposed costs with Federal and State environmental agencies (i.e., USACE, USFWS, NRCS, TPWD, THC, and TCEQ).
4. Conduct a site visit to document observed plant and animal species and map vegetation/habitat types within the project area. Other interesting ecological features, such as unusual vegetation specimens (e.g., large trees, large rocks), wildlife trails, concentrations of non-native vegetation, etc., will be documented by Westwood in the field and recorded via GPS and photographs.
5. Prepare an Environmentally Sensitive Areas Assessment Report. Information collected from remote sensing sources and during the site visit task will be compiled into an environmentally sensitive areas assessment report. The report will include a written narrative for the Project, a description of the environmentally sensitive areas, and an assessment of the environmentally sensitive areas (i.e., determination of areas that do not meet the criteria of an environmentally sensitive area).
6. Conduct a review of the potential for federally threatened and endangered (T&E) species by reviewing the Texas Natural Diversity Database natural heritage data and a project review request by the U.S. Fish and Wildlife Service. Based on the information obtained from these sources, a review of online data related to T&E species and critical habitat, and information collected during the site visit, Westwood will prepare a brief memo-style report with exhibits summarizing our findings. The memo report will document ESAs in or around the Project and the potential for the presence of T&E species.

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7. Perform desktop research utilizing readily available resource documents to preliminarily identify potential constraints associated with the project site and proposed project parameters which may require additional work and/or permitting from local, state, or federal agencies. Resource documents which may be reviewed may include, but may not be limited to:
 - Historic aerial photographs
 - Historic USGS topographic maps
 - National Wetlands Inventory map
 - Soil survey map
 - FEMA floodplain data and maps
 - Threatened and endangered species county lists (federal and state)
 - Threatened and endangered species occurrence records
 - Vegetation data
 - Texas Historic Sites and Archaeological Sites Atlases
 - National Register of Historic Places database
8. Perform a reconnaissance of the project site in an attempt to verify the presence or absence of potential natural and cultural resources permitting constraints which are identified through desktop research.
9. Perform informal agency consultation in an effort to confirm some natural and cultural resources permitting requirements based on project parameters and project location. More specifically, conceptual consultation may be performed, upon the Client's request, with the following agencies:
 - U.S. Army Corps of Engineers to assist in determining whether the proposed project consists of regulated activities under Section 404 of the Clean Water Act.
 - Texas Parks and Wildlife Department to assist in determining whether a state protected mussel survey will be required.
 - Texas Parks and Wildlife Department to assist in determining whether a sand and gravel permit will be required.
 - City of Denton to assist in determining whether a tree survey or tree removal permit will be required.

Deliverables:

- Letter report providing the results of the assessments, potential natural and cultural resources permitting constraints, future action options based on appropriate regulatory path, and conclusions and recommendations.

G. Sediment Sampling

1. Two representative sediment samples will be obtained for each pond and submitted to a qualified laboratory for analysis. Each sediment sample will be tested for 14 priority pollutant metals, volatile organic compounds

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(VOCs), semi-VOCs (SVOCs), organophosphorus pesticides, chlorinated acid herbicides, pH, and total petroleum hydrocarbons (TPH). Testing for the EPA's Toxicity Characteristic Leaching Procedure (TCLP) is not included in the scope of services at this time.

2. Following receipt of the laboratory reports, we will provide analytical summary tables, maps depicting the sample locations, laboratory reports and a brief cover letter for each site as our report documentation.
3. We will determine the preliminary waste classification for each area based upon the initial data and will advise the OWNER if additional TCLP or other testing is warranted.
4. Recommendations for handling and removal of sediment material will be evaluated and included in the report deliverables.

H. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

Services not included in this contract:

- *Formal coordination with regulatory or permitting agencies.*
- *Preliminary or final design construction documents (To be prepared in Phase 2 of this project)*
- *Public hearings or City Council/Commission meetings*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*

END OF EXHIBIT 'A'

EXHIBIT A to Agreement between the City of Denton, Texas (OWNER) and Westwood Professional Services, Inc., (CONSULTANT) for Consulting Services

**EXHIBIT 'A' – SCOPE OF SERVICES
SOUTH LAKE PARK PONDS 1 AND 2 SEDIMENT REMOVAL ASSESSMENT
PHASE 1 - FEASIBILITY STUDY**

PROJECT DESCRIPTION:

This project consists of developing a feasibility study to remove existing sediment from the South Lake Park Ponds 1 and 2. This Phase 1 - South Lake Park Ponds 1 and 2 Feasibility Study will provide information regarding permitting, conceptual sediment removal alternatives and project costs. Tasks performed in this study will include: Bathymetric Pond Sediment Survey, Field Survey, Preliminary Environmental Permitting Assessment, Conceptual Pond Improvements, Preliminary Design Report, Opinion of Probable Project Cost Development and Sediment Sampling (PROJECT). It is anticipated that the Phase 2 design, if required - South Lake Park Ponds 1 and 2 Preliminary (60%) and Final Design (95% and 100%) documents will be an amendment to the scope of this project after the completion of this feasibility study, if required.

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities
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- Communicate internally among team members
- Allocate team resources

2. Communications and Reporting:

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- Conduct review meetings with the OWNER at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.

B. Conceptual Design

1. Pond Sediment Removal Plan – The CONSULTANT shall determine project limits for pond sediment removal and potential means and methods for sediment removal.

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2. Prepare conceptual GIS exhibits and/or CAD plan sheets showing pond sediment removal locations, sediment quantities, capital improvements, pond modifications, property boundaries, access points, staging locations, construction constraints and potential utility conflicts.
3. Prepare conceptual opinion of probable project cost (OPPC). OPPC will include sediment quantity removal and any proposed pond improvements to sufficient detail for budgeting purposes to move forward with Phase 2 – final design and construction, if required.

Deliverables:

- Conceptual GIS exhibits and/or CAD plan sheets
- Opinion of Probable Project Cost

C. Feasibility Study Report

Prepare a Feasibility Study Report summarizing bathymetric sediment survey, conceptual design, and permitting constraints. Feasibility Study report will include exhibits, conceptual plan sheets, opinions of probable project costs and recommendations for Phase 2 - Design of Proposed South Lake Park Ponds 1 and 2 Pond Improvements.

Upon approval of the Phase 1 - South Lake Park Ponds 1 and 2 Pond Improvements Feasibility Study, the CONSULTANT and OWNER will execute Phase 2 - Design of Proposed South Lake Park Ponds 1 and 2 Pond Improvements agreement, if required.

D. Bathymetric Sediment Survey

1. Using a boat, GPS and sonar, perform survey grade bathymetry and sediment survey for pond.
 - Develop pond subsurface depth contour lines on a 2D map. Measure silt depth manually inserted into the silt or by using dual-frequency, acoustic sonar.
 - Develop 2D and 3D bathymetric and sediment survey maps.

Deliverables:

- Full resolution digital PDF formats of: 2D and 3D Bathymetric Maps.
- Sub-bottom Silt Distribution/Volumetric Map.
- Delta Modeling (Net loss/net gain exhibit).

E. Field Survey

1. An on the ground field survey will be performed around the perimeter of each pond for an approximate 25-foot wide buffer to obtain general

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topography, structures, trees, paving, utilities and surface features in the vicinity of the pond.

2. Existing property ownership and easement data will be researched and included in the survey.
3. Survey control points will be established.
4. CAD survey points and topography will be developed for study and design.

F. Environmental Permitting Assessment

1. Environmental permitting tasks will be performed with the intent of meeting regulatory agency requirements while minimizing permitting and mitigation costs.
2. Perform jurisdictional Waters of the United States delineation.
3. Prepare an environmental permitting technical memo outlining permitting requirements and proposed costs with Federal and State environmental agencies (i.e., USACE, USFWS, NRCS, TPWD, THC, and TCEQ).
4. Conduct a site visit to document observed plant and animal species and map vegetation/habitat types within the project area. Other interesting ecological features, such as unusual vegetation specimens (e.g., large trees, large rocks), wildlife trails, concentrations of non-native vegetation, etc., will be documented by Westwood in the field and recorded via GPS and photographs.
5. Prepare an Environmentally Sensitive Areas Assessment Report. Information collected from remote sensing sources and during the site visit task will be compiled into an environmentally sensitive areas assessment report. The report will include a written narrative for the Project, a description of the environmentally sensitive areas, and an assessment of the environmentally sensitive areas (i.e., determination of areas that do not meet the criteria of an environmentally sensitive area).
6. Conduct a review of the potential for federally threatened and endangered (T&E) species by reviewing the Texas Natural Diversity Database natural heritage data and a project review request by the U.S. Fish and Wildlife Service. Based on the information obtained from these sources, a review of online data related to T&E species and critical habitat, and information collected during the site visit, Westwood will prepare a brief memo-style report with exhibits summarizing our findings. The memo report will document ESAs in or around the Project and the potential for the presence of T&E species.

EXHIBIT A to Agreement between the
City of Denton, Texas (OWNER) and
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Services

7. Perform desktop research utilizing readily available resource documents to preliminarily identify potential constraints associated with the project site and proposed project parameters which may require additional work and/or permitting from local, state, or federal agencies. Resource documents which may be reviewed may include, but may not be limited to:
 - Historic aerial photographs
 - Historic USGS topographic maps
 - National Wetlands Inventory map
 - Soil survey map
 - FEMA floodplain data and maps
 - Threatened and endangered species county lists (federal and state)
 - Threatened and endangered species occurrence records
 - Vegetation data
 - Texas Historic Sites and Archaeological Sites Atlases
 - National Register of Historic Places database
8. Perform a reconnaissance of the project site in an attempt to verify the presence or absence of potential natural and cultural resources permitting constraints which are identified through desktop research.
9. Perform informal agency consultation in an effort to confirm some natural and cultural resources permitting requirements based on project parameters and project location. More specifically, conceptual consultation may be performed, upon the Client's request, with the following agencies:
 - U.S. Army Corps of Engineers to assist in determining whether the proposed project consists of regulated activities under Section 404 of the Clean Water Act.
 - Texas Parks and Wildlife Department to assist in determining whether a state protected mussel survey will be required.
 - Texas Parks and Wildlife Department to assist in determining whether a sand and gravel permit will be required.
 - City of Denton to assist in determining whether a tree survey or tree removal permit will be required.

Deliverables:

- Letter report providing the results of the assessments, potential natural and cultural resources permitting constraints, future action options based on appropriate regulatory path, and conclusions and recommendations.

G. Sediment Sampling

1. Two representative sediment samples will be obtained for each pond and submitted to a qualified laboratory for analysis. Each sediment sample will be tested for 14 priority pollutant metals, volatile organic compounds

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(VOCs), semi-VOCs (SVOCs), organophosphorus pesticides, chlorinated acid herbicides, pH, and total petroleum hydrocarbons (TPH). Testing for the EPA's Toxicity Characteristic Leaching Procedure (TCLP) is not included in the scope of services at this time.

2. Following receipt of the laboratory reports, we will provide analytical summary tables, maps depicting the sample locations, laboratory reports and a brief cover letter for each site as our report documentation.
3. We will determine the preliminary waste classification for each area based upon the initial data and will advise the OWNER if additional TCLP or other testing is warranted.
4. Recommendations for handling and removal of sediment material will be evaluated and included in the report deliverables.

H. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

Services not included in this contract:

- *Formal coordination with regulatory or permitting agencies.*
- *Preliminary or final design construction documents (To be prepared in Phase 2 of this project)*
- *Public hearings or City Council/Commission meetings*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*

END OF EXHIBIT 'A'

EXHIBIT A to Agreement between the City of Denton, Texas (OWNER) and Westwood Professional Services, Inc., (CONSULTANT) for Consulting Services

**EXHIBIT 'A' – SCOPE OF SERVICES
SUNDOWN RANCH POND SEDIMENT REMOVAL ASSESSMENT
PHASE 1 - FEASIBILITY STUDY**

PROJECT DESCRIPTION:

This project consists of developing a feasibility study to remove existing sediment from the Sundown Ranch Pond. This Phase 1 - Sundown Ranch Pond Feasibility Study will provide information regarding permitting, conceptual sediment removal alternatives and project costs. Tasks performed in this study will include: Bathymetric Pond Sediment Survey, Field Survey, Preliminary Environmental Permitting Assessment, Conceptual Pond Improvements, Preliminary Design Report, Opinion of Probable Project Cost Development and Sediment Sampling (PROJECT). It is anticipated that the Phase 2 design, if required - Sundown Ranch Pond Preliminary (60%) and Final Design (95% and 100%) documents will be an amendment to the scope of this project after the completion of this feasibility study, if required.

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

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

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify design criteria, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
- Conduct review meetings with the OWNER at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.

B. Conceptual Design

1. Pond Sediment Removal Plan – The CONSULTANT shall determine project limits for pond sediment removal and potential means and methods for sediment removal.

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2. Prepare conceptual GIS exhibits and/or CAD plan sheets showing pond sediment removal locations, sediment quantities, capital improvements, pond modifications, property boundaries, access points, staging locations, construction constraints and potential utility conflicts.
3. Prepare conceptual opinion of probable project cost (OPPC). OPPC will include sediment quantity removal and any proposed pond improvements to sufficient detail for budgeting purposes to move forward with Phase 2 – final design and construction, if required.

Deliverables:

- Conceptual GIS exhibits and/or CAD plan sheets
- Opinion of Probable Project Cost

C. Feasibility Study Report

Prepare a Feasibility Study Report summarizing bathymetric sediment survey, conceptual design, and permitting constraints. Feasibility Study report will include exhibits, conceptual plan sheets, opinions of probable project costs and recommendations for Phase 2 - Design of Proposed Sundown Ranch Pond Improvements.

Upon approval of the Phase 1 - Sundown Ranch Pond Improvements Feasibility Study, the CONSULTANT and OWNER will execute Phase 2 - Design of Proposed Sundown Ranch Pond Improvements agreement, if required.

D. Bathymetric Sediment Survey

1. Using a boat, GPS and sonar, perform survey grade bathymetry and sediment survey for pond.
 - Develop pond subsurface depth contour lines on a 2D map. Measure silt depth manually inserted into the silt or by using dual-frequency, acoustic sonar.
 - Develop 2D and 3D bathymetric and sediment survey maps.

Deliverables:

- Full resolution digital PDF formats of: 2D and 3D Bathymetric Maps.
- Sub-bottom Silt Distribution/Volumetric Map.
- Delta Modeling (Net loss/net gain exhibit).

E. Field Survey

1. An on the ground field survey will be performed around the perimeter of the pond for an approximate 25-foot wide buffer to obtain general topography,

EXHIBIT A to Agreement between the
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structures, trees, paving, utilities and surface features in the vicinity of the pond.

2. Existing property ownership and easement data will be researched and included in the survey.
3. Survey control points will be established.
4. CAD survey points and topography will be developed for study and design.

F. Environmental Permitting Assessment

1. Environmental permitting tasks will be performed with the intent of meeting regulatory agency requirements while minimizing permitting and mitigation costs.
2. Perform jurisdictional Waters of the United States delineation.
3. Prepare an environmental permitting technical memo outlining permitting requirements and proposed costs with Federal and State environmental agencies (i.e., USACE, USFWS, NRCS, TPWD, THC, and TCEQ).
4. Conduct a site visit to document observed plant and animal species and map vegetation/habitat types within the project area. Other interesting ecological features, such as unusual vegetation specimens (e.g., large trees, large rocks), wildlife trails, concentrations of non-native vegetation, etc., will be documented by Westwood in the field and recorded via GPS and photographs.
5. Prepare an Environmentally Sensitive Areas Assessment Report. Information collected from remote sensing sources and during the site visit task will be compiled into an environmentally sensitive areas assessment report. The report will include a written narrative for the Project, a description of the environmentally sensitive areas, and an assessment of the environmentally sensitive areas (i.e., determination of areas that do not meet the criteria of an environmentally sensitive area).
6. Conduct a review of the potential for federally threatened and endangered (T&E) species by reviewing the Texas Natural Diversity Database natural heritage data and a project review request by the U.S. Fish and Wildlife Service. Based on the information obtained from these sources, a review of online data related to T&E species and critical habitat, and information collected during the site visit, Westwood will prepare a brief memo-style report with exhibits summarizing our findings. The memo report will document ESAs in or around the Project and the potential for the presence of T&E species.

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8. Perform a reconnaissance of the project site in an attempt to verify the presence or absence of potential natural and cultural resources permitting constraints which are identified through desktop research.
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 - Texas Parks and Wildlife Department to assist in determining whether a state protected mussel survey will be required.
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 - City of Denton to assist in determining whether a tree survey or tree removal permit will be required.

Deliverables:

- Letter report providing the results of the assessments, potential natural and cultural resources permitting constraints, future action options based on appropriate regulatory path, and conclusions and recommendations.

G. Sediment Sampling

1. Two representative sediment samples will be obtained for the pond and submitted to a qualified laboratory for analysis. Each sediment sample will be tested for 14 priority pollutant metals, volatile organic compounds

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(VOCs), semi-VOCs (SVOCs), organophosphorus pesticides, chlorinated acid herbicides, pH, and total petroleum hydrocarbons (TPH). Testing for the EPA's Toxicity Characteristic Leaching Procedure (TCLP) is not included in the scope of services at this time.

2. Following receipt of the laboratory reports, we will provide analytical summary tables, maps depicting the sample locations, laboratory reports and a brief cover letter for each site as our report documentation.
3. We will determine the preliminary waste classification for each area based upon the initial data and will advise the OWNER if additional TCLP or other testing is warranted.
4. Recommendations for handling and removal of sediment material will be evaluated and included in the report deliverables.

H. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

Services not included in this contract:

- *Formal coordination with regulatory or permitting agencies.*
- *Preliminary or final design construction documents (To be prepared in Phase 2 of this project)*
- *Public hearings or City Council/Commission meetings*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*

END OF EXHIBIT 'A'

EXHIBIT B**ESTIMATE OF PROJECTED MAN HOUR/COSTS**
Feasibility Study**MONTECITO PARK POND PHASE 1 - FEASIBILITY STUDY**
City of Denton
Jan-24**1. BASIC SERVICES**

| A. Project Management, Coordination & Data Collection | Principal | | Project Manager | | Project Engineer | | CAD/GIS Designer | | TOTAL | |
|--|--|-----------|------------------------|-------------|-------------------------|-------------|-------------------------|-------------|---------------------|--------------|
| | Rate | \$260.00 | Rate | \$235.00 | Rate | \$175.00 | Rate | \$150.00 | | |
| | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost |
| Project Management & Coordination | | \$ - | 2.0 | \$ 470.00 | 4.0 | \$ 700.00 | | \$ - | 6.0 | \$ 1,170.00 |
| Data Collection | | \$ - | 2.0 | \$ 470.00 | 4.0 | \$ 700.00 | | \$ - | 6.0 | \$ 1,170.00 |
| Site Visit | | \$ - | 2.0 | \$ 470.00 | 4.0 | \$ 700.00 | | \$ - | 6.0 | \$ 1,170.00 |
| Project Meetings (2) | | \$ - | 2.0 | \$ 470.00 | 4.0 | \$ 700.00 | | \$ - | 7.0 | \$ 1,620.00 |
| Subtotal | 1.0 | \$ 450.00 | 4.0 | \$ 1,880.00 | 8.0 | \$ 2,800.00 | 0.0 | \$ - | 13.0 | \$ 5,130.00 |
| B. Conceptual Design | Principal | | Project Manager | | Project Engineer | | CAD/GIS Designer | | TOTAL | |
| | Rate | \$260.00 | Rate | \$235.00 | Rate | \$175.00 | Rate | \$150.00 | | |
| | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost |
| Pond Sediment Removal Plan | | \$ - | 2.0 | \$ 470.00 | 8.0 | \$ 1,400.00 | 4.0 | \$ 600.00 | 14.0 | \$ 2,470.00 |
| Prepare Conceptual Design Plan Sheets/Exhibits | | \$ - | 2.0 | \$ 470.00 | 8.0 | \$ 1,400.00 | 12.0 | \$ 1,800.00 | 22.0 | \$ 3,670.00 |
| Prepare Conceptual OPPC | 1.0 | \$ 260.00 | 2.0 | \$ 470.00 | 8.0 | \$ 1,400.00 | | \$ - | 11.0 | \$ 2,130.00 |
| QA/QC | 1.0 | \$ 260.00 | 2.0 | \$ 470.00 | | \$ - | | \$ - | 3.0 | \$ 730.00 |
| Subtotal | 2.0 | \$ 520.00 | 8.0 | \$ 1,880.00 | 24.0 | \$ 4,200.00 | 16.0 | \$ 2,400.00 | 50.0 | \$ 9,000.00 |
| C. Feasibility Study Report | Principal | | Project Manager | | Project Engineer | | CAD/GIS Designer | | TOTAL | |
| | Rate | \$260.00 | Rate | \$235.00 | Rate | \$175.00 | Rate | \$150.00 | | |
| | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost |
| Prepare Summary Report | | \$ - | 8.0 | \$ 1,880.00 | 24.0 | \$ 4,200.00 | 20.0 | \$ 3,000.00 | 52.0 | \$ 9,080.00 |
| QA/QC | 1.0 | \$ 260.00 | 4.0 | \$ 940.00 | | \$ - | | \$ - | 5.0 | \$ 1,200.00 |
| Project Review Meeting | 1.0 | \$ 260.00 | 2.0 | \$ 470.00 | 2.0 | \$ 350.00 | | \$ - | 5.0 | \$ 1,080.00 |
| Subtotal | 2.0 | \$ 520.00 | 14.0 | \$ 3,290.00 | 26.0 | \$ 4,550.00 | 20.0 | \$ 3,000.00 | 62.0 | \$ 11,360.00 |
| D. Bathymetric Sediment Survey (Specialty Devices, Inc.) | | | | | | | | | | \$ 7,000.00 |
| E. Field Survey | | | | | | | | | | \$ 5,000.00 |
| F. Environmental Permitting Assessment | | | | | | | | | | \$ 20,000.00 |
| G. Sediment Sampling (Rone) | | | | | | | | | | \$ 10,600.00 |
| H. Direct Expenses | | | | | | | | | | TOTAL |
| Mileage | 4 trips x 40 miles @\$0.68/mile | | | | | | | | | \$ 108.00 |
| Plotting - 11 X 17 Color Paper Plots | 12 Sets x 40 Sheets @ \$0.50/Sheet | | | | | | | | | \$ 240.00 |
| Reproduction - 8.5 X 11 Paper Copies | 10 Sets x 150 Sheets @ \$0.10/Sheet | | | | | | | | | \$ 150.00 |
| Courier Delivery | 2 regular courier deliveries @ \$25.00 | | | | | | | | | \$ 50.00 |
| Subtotal | | | | | | | | | | \$ 548.00 |
| TOTAL ENGINEERING DESIGN COST | | | | | | | | | \$ 68,638.00 | |

ESTIMATE OF PROJECTED MAN HOUR/COSTS
Feasibility Study

SUNDOWN RANCH POND PHASE 1 - FEASIBILITY STUDY
City of Denton
Jan-24

1. BASIC SERVICES

| A. Project Management, Coordination & Data Collection | Principal Rate \$260.00 | | Project Manager Rate \$235.00 | | Project Engineer Rate \$175.00 | | CAD/GIS Designer Rate \$150.00 | | TOTAL | |
|--|-------------------------------|--|-------------------------------------|-------------|--------------------------------------|-------------|--------------------------------------|-------------|-----------|------------------|
| | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost |
| Project Management & Coordination | | \$ - | 2.0 | \$ 470.00 | 4.0 | \$ 700.00 | | \$ - | 6.0 | \$ 1,170.00 |
| Data Collection | | \$ - | 2.0 | \$ 470.00 | 4.0 | \$ 700.00 | | \$ - | 6.0 | \$ 1,170.00 |
| Site Visit | | \$ - | 2.0 | \$ 470.00 | 4.0 | \$ 700.00 | | \$ - | 6.0 | \$ 1,170.00 |
| Project Meetings (2) | 1.0 | \$ 450.00 | 2.0 | \$ 470.00 | 4.0 | \$ 700.00 | | \$ - | 7.0 | \$ 1,620.00 |
| Subtotal | 1.0 | \$ 450.00 | 4.0 | \$ 1,880.00 | 8.0 | \$ 2,800.00 | 0.0 | \$ - | 13.0 | \$ 5,130.00 |
| B. Conceptual Design | Principal Rate \$260.00 | | Project Manager Rate \$235.00 | | Project Engineer Rate \$175.00 | | CAD/GIS Designer Rate \$150.00 | | TOTAL | |
| | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost |
| Pond Sediment Removal Plan | | \$ - | 2.0 | \$ 470.00 | 8.0 | \$ 1,400.00 | 4.0 | \$ 600.00 | 14.0 | \$ 2,470.00 |
| Prepare Conceptual Design Plan Sheets/Exhibits | | \$ - | 2.0 | \$ 470.00 | 8.0 | \$ 1,400.00 | 12.0 | \$ 1,800.00 | 22.0 | \$ 3,670.00 |
| Prepare Conceptual OPPC | 1.0 | \$ 260.00 | 2.0 | \$ 470.00 | 8.0 | \$ 1,400.00 | | \$ - | 11.0 | \$ 2,130.00 |
| QA/QC | 1.0 | \$ 260.00 | 2.0 | \$ 470.00 | | \$ - | | \$ - | 3.0 | \$ 730.00 |
| Subtotal | 2.0 | \$ 520.00 | 8.0 | \$ 1,880.00 | 24.0 | \$ 4,200.00 | 16.0 | \$ 2,400.00 | 50.0 | \$ 9,000.00 |
| C. Feasibility Study Report | Principal Rate \$260.00 | | Project Manager Rate \$235.00 | | Project Engineer Rate \$175.00 | | CAD/GIS Designer Rate \$150.00 | | TOTAL | |
| | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost |
| Prepare Summary Report | | \$ - | 8.0 | \$ 1,880.00 | 24.0 | \$ 4,200.00 | 20.0 | \$ 3,000.00 | 52.0 | \$ 9,080.00 |
| QA/QC | 1.0 | \$ 260.00 | 4.0 | \$ 940.00 | | \$ - | | \$ - | 5.0 | \$ 1,200.00 |
| Project Review Meeting | 1.0 | \$ 260.00 | 2.0 | \$ 470.00 | 2.0 | \$ 350.00 | | \$ - | 5.0 | \$ 1,080.00 |
| Subtotal | 2.0 | \$ 520.00 | 14.0 | \$ 3,290.00 | 26.0 | \$ 4,550.00 | 20.0 | \$ 3,000.00 | 62.0 | \$ 11,360.00 |
| D. Bathymetric Sediment Survey (Specialty Devices, Inc.) | | | | | | | | | | \$ 7,000.00 |
| E. Field Survey | | | | | | | | | | \$ 8,000.00 |
| F. Environmental Permitting Assessment | | | | | | | | | | \$ 20,000.00 |
| G. Sediment Sampling (Rone) | | | | | | | | | | \$ 10,600.00 |
| H. Direct Expenses | | | | | | | | | | |
| | | | | | | | | | | TOTAL |
| Mileage | | 4 trips x 40 miles @ \$0.68/mile | | | | | | | | \$ 108.00 |
| Plotting - 11 X 17 Color Paper Plots | | 12 Sets x 40 Sheets @ \$0.50/Sheet | | | | | | | | \$ 240.00 |
| Reproduction - 8.5 X 11 Paper Copies | | 10 Sets x 150 Sheets @ \$0.10/Sheet | | | | | | | | \$ 150.00 |
| Courier Delivery | | 2 regular courier deliveries @ \$25.00 | | | | | | | | \$ 50.00 |
| Subtotal | | | | | | | | | | \$ 548.00 |
| TOTAL ENGINEERING DESIGN COST | | | | | | | | | \$ | 71,638.00 |

EXHIBIT C to Agreement between the
City of Denton, Texas (OWNER) and
Westwood Professional Services, Inc.
(CONSULTANT) for Consulting
Services

EXHIBIT 'C' – SCHEDULE

**NORTH AND SOUTH LAKE PARKS PONDS 1 AND 2 SEDIMENT REMOVAL
ASSESSMENT
PHASE 1 - FEASIBILITY STUDY**

| Activity | Estimated Duration (weeks) | Estimated Completion After N.T.P. |
|-------------------------------------|---|--|
| Notice-To-Proceed (TBD) | | - |
| Bathymetric Sediment Survey | 4 | 4 Weeks |
| Field Survey | 4 | 4 Weeks |
| Data Collection | 4 | 4 Weeks |
| Sediment Sampling | 4 | 8 Weeks |
| Conceptual Design | 12 | 16 Weeks |
| Feasibility Study Report | 8 | 24 Weeks |
| Environmental Permitting Assessment | 12 | 16 Weeks |

The CONSULTANT is not responsible for delays beyond its control.

END OF EXHIBIT 'C'

Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS, Earthstar Geographics, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS

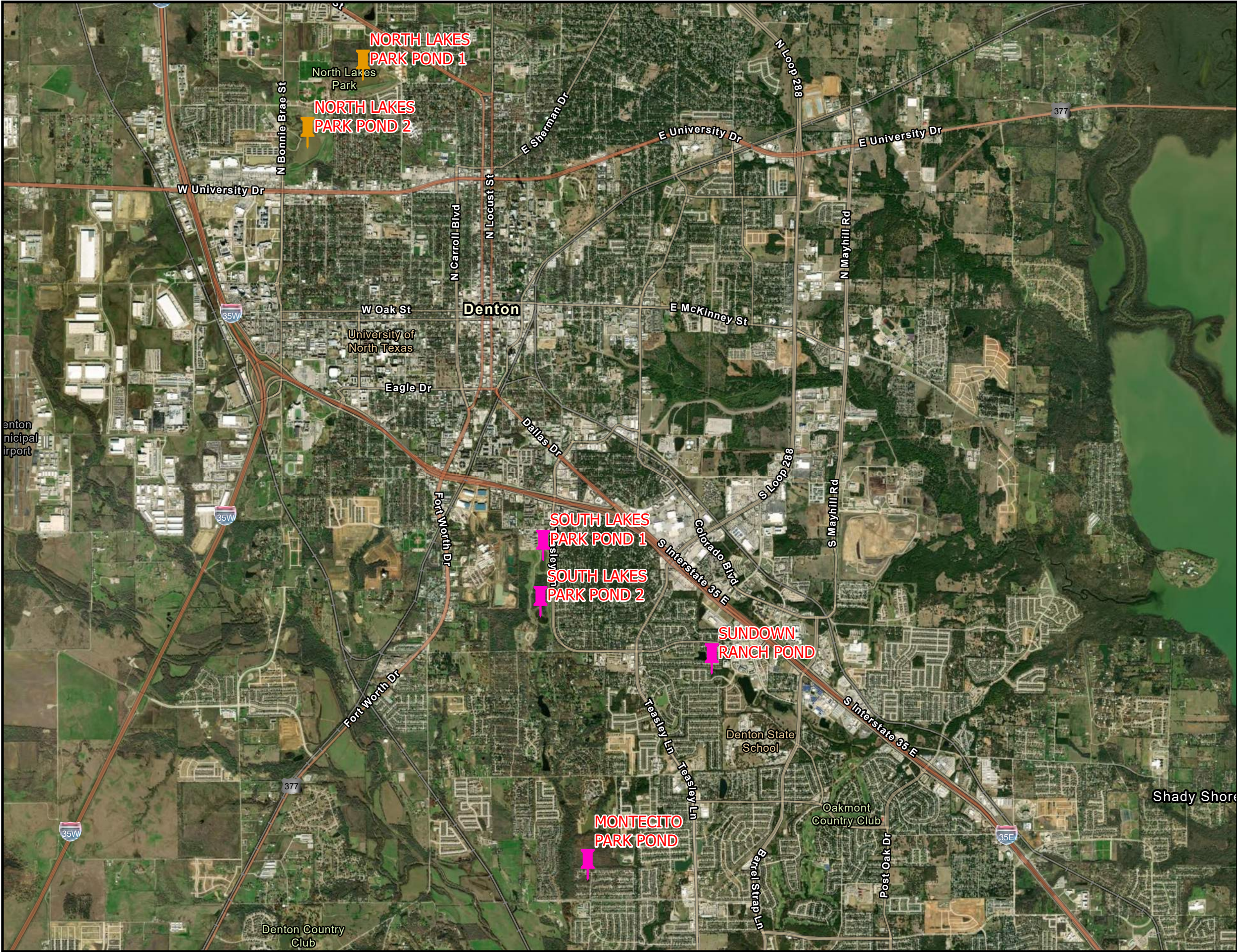




EXHIBIT D: GENERAL POND LOCATIONS MAP

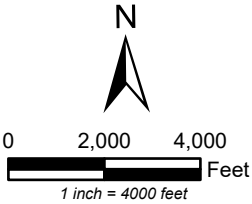
RFQ 7599: POND DREDGING
DENTON, TEXAS

KEY TO FEATURES

POND LOCATIONS INDEX

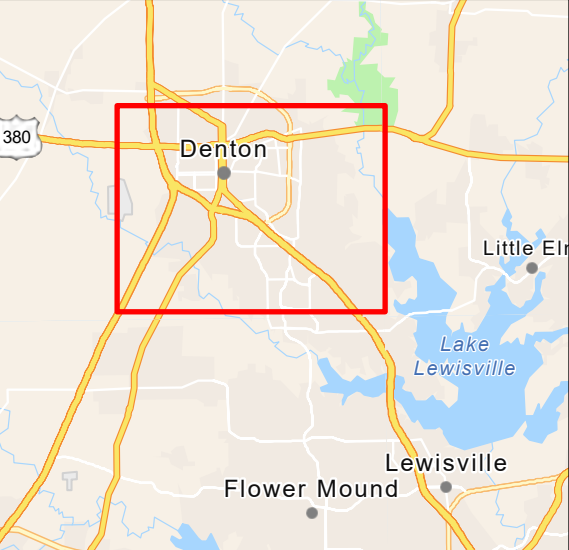
-  NORTHERN PONDS
-  SOUTHERN PONDS

NOTES:
1. FOR DETAILED NORTHERN POND LOCATIONS, SEE EXHIBIT B.
2. FOR DETAILED SOUTHERN POND LOCATIONS, SEE EXHIBIT C.



Spatial Reference
Name: NAD 1983 2011 StatePlane Texas
North Central FIPS 4202 FtUS
Datum: NAD 1983 2011

VICINITY MAP N.T.S.



January 5, 2024

Westwood

CONFLICT OF INTEREST QUESTIONNAIRE -**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

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

Westwood Professional Services, Inc.

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

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

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

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

4 ☐ **I have no Conflict of Interest to disclose.****5** DocuSigned by:

4/5/2024

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: 7FCF807B34A94CB986D5577F7D8D689B

Status: Sent

Subject: Please DocuSign: City Council Contract 7599-015 Pond Sediment Removal Assessment

Source Envelope:

Document Pages: 48

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Envelopeld 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

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Purchasing Supervisor

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Lori Hewell



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lori.hewell@cityofdenton.com

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Purchasing Manager

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City of Denton

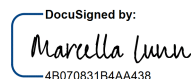
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Marcella Lunn



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marcella.lunn@cityofdenton.com

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Senior Deputy City Attorney

Signed: 4/5/2024 1:32:26 PM

City of Denton

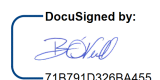
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Brian O'Neill



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brian.oneill@westwoodps.com

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Senior Director, Public Infrastructure

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Security Level: Email, Account Authentication
(None)

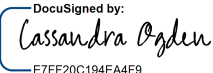
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Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

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

Electronic Record and Signature Disclosure:
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Jesus Salazar
jesus.salazar@cityofdenton.com
Security Level: Email, Account Authentication (None)

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| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
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Procurement Administration Supervisor
City of Denton
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Gretna Jones
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Legal Secretary
City of Denton
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| Envelope Summary Events | Status | Timestamps |
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| Payment Events | Status | Timestamps |
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- 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

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