

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 HALFF ASSOCIATES, INC., FOR PROFESSIONAL DESIGN SERVICES FOR PECAN CREEK LINEAR TRAIL FOR THE PARKS AND RECREATION DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7850-003 – PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL DESIGN SERVICES AWARDED TO HALFF ASSOCIATES, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$145,000.00).

WHEREAS, on February 1, 2022, the City Council approved a pre-qualified professional services list of state certified firms to provide landscape architectural services as needed for projects for the Parks and Recreation Department (Ordinance 22-192), and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, 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 Halff Associates, Inc., to provide professional design services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

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

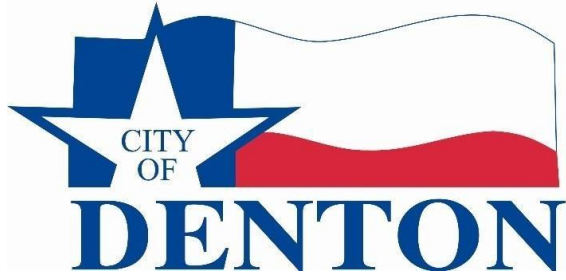
GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn
Digitally signed by Marcella Lunn
 DN: cn=Marcella Lunn, o, ou=City
 of Denton,
 email=marcella.lunn@cityofdenton.com, c=US
 Date: 2022.05.10 10:52:18 -05'00'



DocuSign City Council Transmittal Coversheet

FILE	7850-003
File Name	Pecan Creek Linear Trail
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

STANDARD AGREEMENT FOR ARCHITECTURAL RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Halff Associates, Inc., with its corporate office at 1201 N. Bowser Rd, Richardson, TX 75081 and authorized to do business in Texas, ("ARCHITECT"), for a PROJECT generally described as: Design Services for Pecan Creek Linear Trail Masterplan (the "PROJECT").

SECTION 1 **Scope of Services**

- A.** The CITY hereby agrees to retain the ARCHITECT, and the ARCHITECT hereby agrees to perform, professional architectural services set forth in RFQ 7850-003 – Halff Associates, Inc., which is on file at the purchasing office, and the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.
- B.** Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ARCHITECT or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ARCHITECT shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2 **Compensation and Term of Agreement**

- A.** The ARCHITECT shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$145,000.00 in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ARCHITECT shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3 **Terms of Payment**

Payments to the ARCHITECT will be made as follows:

A. Invoice and Payment

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

SECTION 4 **Obligations of the ARCHITECT**

A. General

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

B. Standard of Care

The ARCHITECT shall perform its services:

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

C. Subsurface Investigations

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

D. Preparation of Architectural Drawings

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

E. Architect's Personnel at Construction Site

- (1) The presence or duties of the ARCHITECT 's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ARCHITECT or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means,

techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ARCHITECT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ARCHITECT or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ARCHITECT be construed as requiring ARCHITECT to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ARCHITECT makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ARCHITECT shall inform the CITY.
- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ARCHITECT shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

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

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

G. Construction Progress Payments

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

H. Record Drawings

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

I. Right to Audit

- (1) ARCHITECT agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ARCHITECT involving transactions relating to this AGREEMENT. ARCHITECT agrees that the CITY shall have access during normal working hours to all necessary ARCHITECT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ARCHITECT reasonable advance notice of intended audits.
- (2) ARCHITECT further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended

audits.

- (3) ARCHITECT and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ARCHITECT for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

J. INSURANCE

(1) ARCHITECT'S INSURANCE

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

officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ARCHITECT pursuant to this AGREEMENT or under any applicable auto physical damage coverage.

- c. Workers' Compensation – ARCHITECT shall maintain workers compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.
 - i. ARCHITECT waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ARCHITECT pursuant to this AGREEMENT.
- d. Professional Liability – ARCHITECT shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

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

requirements.

- e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.
- f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.
- g. Any deductible or self insured retention in excess of \$250,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. The CITY shall be entitled, upon its request and without incurring expense, to review the ARCHITECT 's insurance policies including endorsements thereto and, at the CITY's discretion; the ARCHITECT may be required to provide proof of insurance premium payments.
- j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.
- k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.
- l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.
- m. Sub consultants and subcontractors to/of the ARCHITECT shall be required by the ARCHITECT to maintain the same or reasonably

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

ARCHITECT shall manage the PROJECT in accordance with the schedule developed per

Attachment A to this AGREEMENT.

P. Equal Opportunity

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

SECTION 5
Obligations of the City

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

The CITY will examine the ARCHITECT 's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely

manner in accordance with the PROJECT schedule prepared in accordance with Attachment A.

E. Prompt Notice

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

F. Asbestos or Hazardous Substances Release.

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

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

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

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

I. CITY's Insurance

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

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

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

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ARCHITECT, whether in hard copy or in electronic form, are instruments of service for this

PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ARCHITECT will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

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

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

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

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

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ARCHITECT for the convenience of the CITY. In the event of such suspension, delay, or interruption, an

equitable adjustment in the PROJECT's schedule, commitment and cost of the ARCHITECT s personnel and subcontractors, and ARCHITECT 's compensation will be made.

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

ARCHITECT shall at all times observe and comply with all applicable federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ARCHITECT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND**

EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES.

K. Immigration Nationality Act

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

L. Prohibition On Contracts With Companies Boycotting Israel

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

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

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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

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

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

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

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

Q. Certificate of Interested Parties Electronic Filing

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

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

The contractor shall:

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

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

R. Agreement Documents

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

Attachment A - Scope of Services, Compensation, Project Schedule and 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:
ARCHITECT
Half Associates, Inc.

Joe D. Buchanan

David Buchanan

Date: _____

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

Gary Packan

Signature

Director of Parks and Recreation

Title

Parks and Recreation

Department

Date Signed: _____

2022-87984

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Marcella Lunn

By:

ATTEST:
ROSA RIOS, CITY SECRETARY

By: _____



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ATTACHMENT A

PLANNING AND SCHEMATIC DESIGN SERVICES FOR THE PECAN CREEK REGIONAL LINEAR TRAIL

Purpose

Halff Associates (CONSULTANT) shall provide Planning and Schematic Design Services for the Pecan Creek Regional Linear Trail (PROJECT), for the City of Denton (CLIENT). The purpose of the project is to determine the feasibility, opportunities & constraints, potential costs and grant opportunities to extend the Pecan Creek Regional Linear Trail, accessing approximately 8.5 miles of trail that will follow along the Pecan Creek Corridor from Lewisville Lake to the existing DCTA Trail.

Scope

The primary project focus will be an extension of the Pecan Creek Regional Linear Trail (appx. 8.5 miles). (See attached Exhibit A).

Community engagement will not be conducted by the CONSULTANT in the proposed scope of services AND will be performed by the CLIENT. However, coordination and engagement will occur with various stakeholders, adjacent property owners and agencies. Graphic products will be prepared, with the intent to assist the CLIENT in any community engagement meetings.

The design will consist of a minimum 10-ft. wide hard surface shared-use path, with shared-use path bridge(s), and various at-grade and grade separated roadway, water body and other crossings, consistent with The American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities. All new shared-use path bridges are anticipated to be a minimum of 14-ft. wide (inside dimension). Recommended pedestrian and bicycle safety countermeasures such as signals, crossing treatments, lighting, and signage will be determined for all roadway crossings as applicable. In addition, for locations along roadways where an off-street shared-use path is not feasible due to right-of-way constraints and obstructions not suitable for bike and pedestrian accommodations consistent with AASHTO guidance, the CONSULTANT will examine and determine the most appropriate roadway retrofit necessary to accommodate dedicated high comfort bicycle and pedestrian facilities suitable for users of all ages and abilities. Design options for these locations (e.g. road diets, dedicated one-way or two-way on-street or off-street separated/protected bikeways which include separate pedestrian accommodations and widened sidewalks within the R.O.W.) must be consistent with AASHTO and/or the Separated Bike Lane Planning and Design Guide, FHWA, May 2015.

For all proposed trail sections that cross privately owned property, the CONSULTANT will determine approximate right-of-way and/or easement needs. The CLIENT will coordinate and prepare any necessary easement or property acquisition documents for approval.

Attachment A



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Assumptions

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. In addition to any City provided topographical, utility and R.O.W. data, the CONSULTANT will utilize NCTCOG data where appropriate, including but not exclusive of aerial ortho imagery, 2' contours, vegetation, etc. No additional survey services will be performed by the CONSULTANT as part of this scope of work.
2. The drawings will follow City of the Denton CADD and drafting standards.
3. 30% Schematic deliverables will be used in the final deliverables for selected grant applications.
4. Schedule subject to client and/or agency review within a maximum of 30-day turnaround.

TASK 01 – PROJECT MANAGEMENT AND COORDINATION MEETINGS**Communications and Reporting:**

CONSULTANT will provide monthly updates and progress reports to the CLIENT on current progress, outstanding issues and/or items of future concern. The reporting will be in 8.5"x11" format and submitted electronically to the CLIENT for their use and distribution.

Project Kick-off Meeting:

CONSULTANT will attend one (01) virtual or in-person coordination/project kick-off meeting with the CLIENT and other necessary stakeholders to confirm the projects goals and objectives and to identify the parameters for upcoming planning efforts. Notes will be taken by the CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

Internal Team Meetings:

CONSULTANT will conduct internal team meetings as required by the PROJECT. The internal team meetings will include internal coordination of project processes, program items and schedules.

Planning Coordination Meetings:

CONSULTANT will conduct planning design coordination meetings once each month with the CLIENT for the duration of the PROJECT to review current project progress and discuss project issues. Design Coordination Meetings will be held at the CONSULTANT's office or via virtual conferencing. CONSULTANT will subsequently prepare meeting minutes in 8.5"x11" format, to be distributed to the meeting attendees for record keeping. The number of meetings will total up to ten (10).

Design Review Meetings:

CONSULTANT will conduct a design submittal review meeting with the CLIENT and staff members of other necessary entities to discuss all comments related to the PROJECT at each submittal milestone. All design submittal review meetings will be held virtually or in-person. The meeting and submittal milestones shall be as follows:

- Data Collection and Base Map Preparation – One (01) meeting



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- Trail Alignment Development – One (01) meeting
- 30% Schematic Design – One (01) meeting

Deliverables:

The CONSULTANT shall provide the following deliverables:

- Monthly Project progress report updates in an 8.5"x11" digital PDF format.
- Notes will be taken by the CONSULTANT to record items discussed and decisions made during all meetings as listed in Tasks above and will be provided to all attendees in 8.5"x11" digital PDF format.

TASK 02 – DATA COLLECTION AND BASE MAP PREPARATION

Data Collection:

The CLIENT will provide to the CONSULTANT available project data relevant to the preliminary project corridor as necessary for completion of the project. The CONSULTANT will collect the following data as necessary to develop trail and bikeway alignment options. At a minimum, data will include the following information:

- Google Earth and/or Near Map aerial photography and mapping
- NCTCOG Regional Data, topography and other information (as available)
- Texas statewide environmental/historic/cultural resource data
- FEMA Flood Boundary Maps and Flood Insurance Studies (locations of FEMA 100-year floodplain and floodway)
- Wetland locations (if applicable)
- Existing and adopted land use maps and plans
- Local comprehensive and thoroughfare plans
- Oncor and Atmos electric / gas utilities and other information
- City of Denton utilities and other information as available
- DCAD property information
- Design data from record drawings of existing and proposed transportation facilities
- Existing aerial photography and survey information from the City of Denton.
- Previously prepared drainage studies
- Development Site Plans (if applicable)

Preliminary Base Map:

CONSULTANT will take all current information provided by the CLIENT and create a preliminary project Base Map as appropriate for use in the field during the Site Investigation / Preliminary Field Review task.

Site Investigation / Preliminary Field Review:

CONSULTANT will initiate and participate with the CLIENT for one (01) driving and walking site investigation study/ field review meeting of the potential trail corridor that is anticipated to span over two (02) days. The field review is necessary to gain an understanding of alignment alternatives and to identify key opportunities and constraints. The field review will identify opportunities and constraints related to the potential trail and bikeway alignment options and water body and

Attachment A



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roadway crossing locations including analysis of potential pedestrian bridge crossings over Pecan Creek. Site review will also include the evaluation of the following components:

- Roadways with potential side-paths (if necessary) – review will consider the potential to retrofit the roadway cross-section for a potential side-path and/or separated bikeway facilities within street rights-of-way.
- Major Intersection / Mid-Block Crossings – review will consider necessary improvements to ensure the safety and comfort of bicyclists and pedestrians crossing at existing signalized intersections or at a mid-block crossing.

Private and Public Property Evaluation:

CONSULTANT will prepare a property map for the entire proposed project corridor. Using data from Denton County Appraisal District maps this property map will identify each private or public property parcels adjacent and within the proposed corridor so a proper evaluation can be made on the impact the proposed shared-use trail facility will have on adjacent properties.

Project Opportunity & Constraints Exhibit / Project Base Map:

CONSULTANT will prepare one (01) Opportunity & Constraints Exhibit to identify challenges, opportunities and/or potential impacts within the project corridor, including impacts to the nature, cultural, and human environment. Examples are historic and archeological resources, community resources, wetlands, floodplains, parks, and geological features. The project Opportunity & Constraints exhibit will also identify private properties that could be impacted by the proposed trail alignment. The exhibit will be used in trial alignment discussions with the CLIENT and stakeholders.

CONSULTANT will update the project base map for the project corridor utilizing CONSULTANT's gathered relevant project data. The project base map shall be suitable for use in both 22" inch x 34" inch (full-size) and 11" inch x 17" inch (half size) format with line work (and with full-color aerial photo background which can be turned on or off as requested by CLIENT). The base map shall include, at minimum, the following data for all areas within the project study area:

- Property ownership (current owner name and contact information, DCAD parcel number, parcel size, assessed values of land and improvements)
- Updates per information gathered as part of the Site Investigation and Preliminary Field Review Task.

Deliverables:

The CONSULTANT shall provide the following deliverables:

- Private and Public Property Evaluation Map provided in 22"x34" digital, reproduceable PDF format and two (2) hardcopy prints.
- Opportunity and Constraints Exhibit provided in 22"x34" digital, reproduceable PDF format and two (2) hardcopy prints.

TASK 03 – ENVIRONMENTAL ANALYSIS

Data Collection / Analysis:



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CONSULTANT will perform the following review tasks related to environmental, historic and cultural resources:

- Catalog existing environmental constraints with publicly accessible data.
- Generate analysis maps illustrating vegetation, wetland delineation, flood plain and flood way elevations, property ownership and easements, land uses, roadways, sidewalks, bicycle facilities, schools, community facilities based on desktop review.
- Provide summary of federal or state regulatory requirements for the trail alignment. The summary will include the following:
 - Waters of the U.S. including wetlands
 - Air Quality
 - Cultural Resources
 - Community Impacts
 - Biological Resources
 - Water Resources
 - Historic Resources
 - Hazardous Materials
 - Traffic Noise
 - Section 4(f)
 - Parks and Wildlife Code, Chapter 26
 - Natural Resources Code, Chapter 183
 - Public Involvement

Deliverables:

CONSULTANT will provide a technical report summarizing environmental considerations and issues and probable TxDOT environmental approval process and requirements, including a preliminary agency approval time.

TASK 04 – H&H ANALYSIS

CONSULTANT will perform the following analysis tasks related to hydrology and hydraulics services to determine existing floodplain conditions and summarize findings in a letter report.

Data Collection and Terrain Generation:

- a. Collect and evaluate the FEMA effective hydrologic and hydraulic models for Pecan Creek. CONSULTANT will obtain the approved model's cross sections, topographical survey and centerline shapefiles along with the proposed trail alignment.
- b. CONSULTANT will attend up to one (1) site visit to assess existing conditions.
- c. CONSULTANT will prepare GIS basemap.
- d. CONSULTANT will prepare the existing terrain file using best available topography. The topography will include 2009/2010 TNRS LiDAR if more recent topography is not available.

Hydrologic & Hydraulic Analysis:



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The following steps will be conducted during the analysis to determine existing water surface profiles for all modeled frequency storm events and assess potential floodplain and floodway impacts.

- a. Establish duplicate effective conditions utilizing FEMA Effective models for Pecan Creek:
 - In addition to the standard FEMA modeled storm frequencies (10-, 50-, 100-, and 500-year events), compute 1-, 2-, 5-, and 25-year discharges using the FEMA effective NUDALLAS hydrologic model. The rainfall depth source will remain consistent with those in the effective model (TP-40 and NWS Hydro-35). This analysis does not include hydrologic model conversion from NUDALLAS into HEC-HMS or any additional hydrologic modeling.
 - Convert the effective HEC-2 model into HEC-RAS version 6.2 and insert 1-, 2-, 5-, and 25-year discharges into the model. Only minor modifications will be performed to properly execute duplicate effective HEC-RAS model. Additional cross sections, structures, or geometric modifications is excluded from this scope.
 - Execute duplicate effective model to compute the 1-, 2-, 5-, 10-, 25-, and 100-year water surface profiles and velocities.
 - Perform QAQC.
- a. Import HEC-2 floodway encroachments into duplicate effective HEC-RAS model to re-establish floodway elevations. This scope does not include modifying encroachment stations to re-establish floodway limits to meet FEMA standards of no more than one (1) foot of water surface elevation increase in the Base Flood Elevation (100-year).

Floodplain Mapping:

CONSULTANT will map the pre-project 1-, 2-, 5-, 10-, 25-, and 100-year floodplains using best available topography through the project area to include in the letter report, as necessary.

Deliverable:

CONSULTANT will prepare a digital letter report documenting findings and recommendations, including a summary of the hydraulic considerations, issues and approval processes, for consideration of the City of Denton's floodplain development permit as part of future design phases. Develop a floodplain work-map exhibit. The submittal will include a digital printout of the models' input and output files and the models will be available digitally in a CD or flash drive provided with the report.

TASK 05 – TRAIL ALIGNMENT DEVELOPMENT

Primary Proposed Trail Segment Extension Option(s):

Based on the input from stakeholders, field review, surveying and data collection efforts, the CONSULTANT will identify options to develop a primary trail and/or high comfort bikeway facility extension suitable for users of all ages and abilities. The CONSULTANT will provide the CLIENT and local stakeholders with a planning level alignment assessment, typical sections and corridor options, considering the parameters specified in the project's purpose statement. The CONSULTANT will identify a primary trail route that will maximize comfort for users of all ages and abilities and will minimize adverse impacts, major utility conflicts, structural impediments, private property impacts and will be mindful of construction cost impacts. At this time CONSULTANT will work with CLIENT



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and stakeholders to identify opportunities for signature amenities along the trail extension including (but not limited to) trail head opportunities, landscaping, bike repair / air stations, trash receptacles, seating, drinking fountains, kiosks, wayfinding signage, artwork, and canoe/kayak put-in/takeout.

Alternative Trail Segment Options:

As necessary, up to two (2) alternative alignments to the primary proposed alignment will be considered if the initial identified alignment and crossing location(s) are determined not feasible to implement high comfort bicycle and pedestrian facilities. The CONSULTANT will provide the CLIENT and stakeholders with alternative alignment(s) evaluations based on their ability to meet the project purpose and goals and ease of implementation. In report form, the CONSULTANT will describe why alternative was necessary.

Once the CLIENT and Stakeholders have approved a Preferred Trail Extension Alignment, the CONSULTANT will proceed with Schematic Design Plans (ref. Task 04).

Hardcopy Deliverables:

CONSULTANT will prepare one (1) Preferred Alignment Plan including the recommended preferred alignment for the project corridor and provide two (2) hardcopy prints. The Plan shall be suitable for use in both 22" inch x 34" inch (full-size) and 11" inch x 17" inch (half size) format with line work (and with full-color, aerial photo background which can be turned on or off as requested by CLIENT). The plan will be accompanied by a report that describes why the alternate alignments were considered.

Electronic Deliverables:

- Preferred Alignment Plan with recommended preferred alignment option(s) and, if necessary, alternative alignment options and typical sections in both electronic, reproducible PDF and Autocad DWG file formats.

TASK 06 – 30% SCHEMATIC DESIGN

Based on the approved preferred alignment(s) derived from Tasks 01 – 03, the CONSULTANT will develop a 30% Schematic Design. Schematic design will comply with applicable federal, state, and local/stakeholder standards. The CONSULTANT will identify any locations where exceptions to the established design standards may be necessary. Information developed in this task will be summarized in a schematic design summary report. This effort will include but not limited to the following:

Typical Sections:

Typical sections will be developed for all recommended trail segments and crossing locations, including approximate property acquisition, right-of-way and/or easement needs, that are consistent with AASTHO and/or the Separated Bike Lane Planning and Design Guide.

Horizontal and Vertical Alignments:

The CONSULTANT will develop profiles for the recommended trail and side path alignment and will include crossing locations. Available Lidar topographical data will be used in the development of the trail grades and elevations. The plan view will identify existing and proposed right-of-way, existing and proposed easements including proposed pedestrian access easements, private and



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public property lines, existing topography, roadways, sidewalks, public and franchise utilities and the recommended corridor alignment(s).

Roadway and Water Body Crossings:

The CONSULTANT will review existing conditions and evaluate options for pedestrians and bicyclists of all ages and abilities to safely and comfortably cross roadways and bodies of water. Crossings shall include the following:

- At grade intersections at various locations where the proposed trail/bikeway will cross roadways. These crossings could occur at existing signalized intersections, unsignalized intersections and mid-block crossings.
- Pedestrian bridge crossings of the creek and other water bodies.

Based on this crossing review and analysis, the CONSULTANT will prepare schematic design of each crossing that includes the following information:

- Recommended pedestrian and bicycle safety countermeasures such as signals, crossing treatments, lighting, and signage at major intersections and highway crossings.
- Recommended design options for the implementation of protected or dedicated intersections, minor street crossings, and locations where signal phasing strategies may be necessary. Design elements to be considered include but are not limited to bikeway setbacks, corner islands, pedestrian islands, signals, bike yield and bike lane crosswalks and signs.
- Recommended design options for crossing bodies of water. Options could include bridges, boardwalks, low water crossings, culverts, etc.

Trail Improvements:

The CONSULTANT will include the following information for the trail alignment plan:

- Location and quantity of retaining walls.
- Location and quantity of guardrails.
- Locations for potential trailheads that could include seating, drinking fountain, signage and air/bike station (ref. Task 03).
- Location and quantity of directional and informational signage.

Opinion of Probable Construction Costs / Implementation Plan:

The CONSULTANT will develop detailed opinion of probable construction costs and recommended construction phasing.

Deliverables:

The CONSULTANT shall deliver the following Project Deliverables to the CLIENT to include, but not limited to:

- Project Layout Sheet(s) via 22"x34" sheets (11"x17" – Half Size)
- Typical Sections
- Crossing designs
- Horizontal alignment (design scale of 1 inch = 40 feet).



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- Opinion of probable construction costs in Microsoft Excel format based on the schematic design.

OPTIONAL TASK 01 – GRANT ASSISTANCE SERVICES

Grant Opportunity Assessment:

CONSULTANT will work with the CLIENT to identify upcoming grant opportunities and assist with setting a milestone schedule with identified narratives, opinions of probable costs and support documents.

Grant Preparation:

CONSULTANT will prepare the grant project narrative and application for identified grant/reimbursement programs. Deliverables identified in Task 3 & 4 will be used in the grant final deliverables. The CLIENT will gather any addition support documentation including but not limited to stakeholder support letters, council/parks board approvals, etc. One (01) preliminary copy will be submitted to the CLIENT for review prior to submitting the application. CONSULTANT will address comments received by the CLIENT for one (01) final submittal to the grant distributor.

Deliverables:

CONSULTANT will deliver in the format requested in the grant application.

OPTIONAL TASK 02 – SURVEY SERVICES (TOPOGRAPHICAL)

CONSULTANT will perform topographical and existing conditions surveying for the identified project alignment. The topographical survey will include the following:

Topographical Survey:

A licensed surveyor will perform detailed topographical surveying for the PROJECT where accessible or up to the property line of adjacent properties. Primary and Secondary control points will be set along this corridor to establish the Horizontal and Vertical Datum for the design data. The Vertical Datum (NAVD88) and the Horizontal Datum (NAD 83, Texas North Central Zone 4202) will be established with a combination of GPS static Observations, Base-Rover and RTN Network. Primary control points will be set at every street crossing.

Topographic features will be surveyed within a 100' swath (50' each side) of the proposed centerline for the trail alignment. Ground surface contours at an interval of one (01) foot supplemented by appropriate spot elevations accurate to 0.1-foot elevation. Existing trees 6-inches in caliper or larger, within the survey area, will be tied, and tagged with caliper-size and tree species indicated. Existing surface utility appurtenances will be identified, along with other visible surface features. Underground utilities will be shown, including easements (based on field ties of visible surface appurtenances) and record documents provided by the City of Denton and franchise utilities. The CONSULTANT cannot certify as to the accuracy or completeness of the record documents used to identify the location of existing underground utilities.

OPTIONAL TASK 03 – SURVEY SERVICES (EASEMENTS)



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Right-of-Entry Letters:

The Surveyor will secure permission to enter private property for the purposes of the boundary survey, as determined by the proposed alignment. The Surveyor will identify the tracts of land that will require access and send up to five (05) Right-Of-Entry (ROE) letters. The Ownership table will be prepared based on the current Denton County Appraisal District information and ROE status will be noted. This table will include property identifier and ownership information as available from DCAD and will be provided by the surveyor once prepared and will ultimately be provided on the Property Evaluation Map developed in Task 2.

Research & Boundary Resolution (Approx. 05 Tracts Within Proposed Alignment Corridor Limits):

The Surveyor will research of the most current Denton County Appraisal District & Courthouse Deeds and Plats, depict easement documents referenced within the latest deeds and plats only without the benefit of a Title Commitment or Title Report, and verify and resolve boundary lines based on existing monuments found on the ground.

Boundary Survey:

The boundary survey will be restricted to the properties directly adjacent to or directly affected by the identified trail alignment and will only be provided for the portion of the property boundary directly impacted by the trail. It will not be a full boundary survey for each individual property.

Deliverables:

The CONSULTANT shall provide the following deliverables:

- Copies of Right-of-Entry Letters in digital, reproduceable, PDF file format.
- Digital topographical survey in Autocad DWG file format.
- Digital property boundary survey files in Autocad DWG file format.

OPTIONAL TASK 04 – GEOTECHNICAL SERVICES

CONSULTANT will perform Geotechnical Services to include borings at the locations identified as part of Task 4 – 30% Schematic Design. Laboratory testing services will be provided including:

- Moisture content and soil identification
- Liquid and plastic limits
- Percent passing the No. 200 sieve
- Sieve and Hydrometer Particle size
- Unconfined Compressive Strength for soil type(s)
- Unit Weight
- Free swell test

Upon completion a technical report will be provided with appropriate recommendations. For the purposes of this scope it is assumed all identified boring locations will be accessible for truck mounted drilling equipment.

Deliverables:

The CONSULTANT shall provide the following deliverables:



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- Copies of Technical Report with recommendation in digital, reproduceable, PDF file format.

OPTIONAL TASK 05 – HYDRAULIC PERMITTING

CONSULTANT will model the existing conditions for Pecan Creek and the proposed conditions reflective of the proposed trail design and grading. CONSULTANT will check for water surface elevation and velocity using the HEC-RAS model to see if the City of Denton's floodplain criteria is met. If the WSEL and velocity are not met, adjust HEC-RAS model and/or trail grading until there is no increase in WSEL and no creation of or increase in erosive velocity. Once these criteria are met, verify no loss in valley storage.

Floodplain Development Permit Report:

CONSULTANT will prepare report in support of a Denton Floodplain Development Permit application summarizing the results of the feasibility study for the proposed trail. The report will include exhibits and tables as needed for the application. In addition, the report will need to include the preliminary grading plan, site plan, drainage plan, erosion control plan, and tree mitigation plan for the site provided by CONSULTANT.

Final Report Submittal

Based on the comments received during the Preliminary Report Submittal, the CONSULTANT will revise the report for final approval by the CLIENT.

Deliverables:

Prepare one (01) 8.5"x11" letter report summarizing the results of the hydraulic analysis. CONSULTANT will prepare and print three (03) reports and an electronic PDF report.

OPTIONAL TASK 06 – ENVIRONMENTAL PERMITTING

CONSULTANT will perform activities under this task which will include, but are not limited to, the following:

Review:

Based on the data collected and Opportunity & Constraint Exhibit developed in Task 2, the CONSULTANT will assess the potential impacts/effects of implementing the project to the built and natural environment. This review should also assess the need for permits and mitigation. The review will be documented in a report and should recommend how to address any anticipated environmental approval process, requirements, and approval timeline (if applicable).

Deliverables:

The CONSULTANT shall deliver a technical report in both electronic and hard copies to the CLIENT that summarizes environmental considerations and issues and any anticipated environmental approval requirements, including a preliminary agency approval timeline (if applicable).



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An additional services proposal will be provided along with the report as necessary for any environmental approval requirements found to be necessary during the initial site review and preferred alignment analysis tasks.

OPTIONAL TASK 07 – CONSTRUCTION DOCUMENTS

Once the Planning and Schematic design phases are complete and the primary proposed trail alignment is clearly defined, it will then be feasible to provide a detailed scope and appropriate fees for the construction documentation portion of the extension. This scope will include tasks (but not necessarily limited to) as follows: 60%, 90% and Final Construction Documents to include, Demolition Plans, Erosion Control Plans, Site Grading Plans & Profiles, Dimensional Control Plans, and Planting Plans.

OPTIONAL TASK 08 – CONSTRUCTION ADMINISTRATION

Submittal and RFI Review:

CONSULTANT will review and provide written responses to contractor submittals and RFIs on construction drawings and specifications prepared under Professional Services agreement regarding the trail Construction Documentation

On-site Meetings:

CONSULTANT will assist during the construction phase by reviewing contractor shop drawings when appropriate, visiting the project site at appropriate intervals to observe the progress and quality of the work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work. Observations are to allow the CONSULTANT, or its assigns, as experienced professionals, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. On-site meeting reports summarizing existing conditions, installed items, issues and questions will be distributed to the team no more than 5 (five) days after each meeting.

CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of work completed and to determine, in general, if the work observed is being performed in a manner indicating the work will be in accordance with the Contract Documents. CONSULTANT will attend fifteen (15) site visits throughout the duration of construction.

CONSULTANT shall notify the City immediately of any emergency conditions or notable occurrences observed while conducting the site visits. CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Pay Application Review:



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CONSULTANT will review, approve and sign contractor submitted monthly pay applications through the duration of the PROJECT construction. Pay applications, once reviewed, will be distributed to the City for final approvals.

Preliminary and Final Walk-Through:

CONSULTANT will conduct one (01) preliminary walk-through with the City and Contractor to check conformance of the work with the Contract Documents and to verify the accuracy and completeness of the work. The CONSULTANT will prepare a punch list that summarizes discrepancies in the conformance of the work giving a description of discrepancy, photo and geographical description of the discrepancy location. Once discrepancies are corrected, one (01) final walk-through with the City and Contractor will performed to confirm discrepancies were corrected.



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PROJECT SCHEDULE

It is anticipated to require approximately eight (08) months from notice-to-proceed to complete the basic scope of services. Schedule may be subject to extension or delays if Optional Services are selected and depending upon timely CLIENT and Stakeholder coordination and review turnarounds.

BASIS OF COMPENSATION

Basic Fee Services:

The basis of compensation for Basic Fee Services shall be as follows:

Task 01 – Project Management and Coordination Meetings	\$15,500
Task 02 – Data Collection and Base Map Preparation	\$17,000
Task 03 – Environmental Analysis	\$16,500
Task 04 – H&H Analysis	\$19,500
Task 05 – Trail Alignment Development	\$9,500
Task 06 – 30% Schematic Design	\$45,000
Direct Costs (estimated reimbursables)	\$2,000
TOTAL BASIC FEES (Tasks 01 through 06) & DIRECT COSTS:	\$125,000

Optional Fee Services:

The basis of compensation for Optional Fee Services shall be as follows and/or available upon the request from the CLIENT:

Optional Task 01 – Grant Assistance Services	\$9,500/Application
Optional Task 02 – Survey Services (Topographical)	UPON REQUEST
Optional Task 03 – Survey Services (Easements)	UPON REQUEST
Optional Task 04 – Geotechnical Services	UPON REQUEST
Optional Task 05 – H&H Permitting	UPON REQUEST
Optional Task 06 – Environmental Permitting	UPON REQUEST
Optional Task 07 – Construction Documentation	UPON REQUEST
Optional Task 08 – Construction Administration	UPON REQUEST

BILLING SCHEDULE:

The estimated fees and direct costs established above shall be considered a lump sum fee and invoiced monthly based on percentage of services completed. Direct Costs shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards and similar incidentals. All project related expenses will be billed at cost plus 10%.



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AVAILABLE ADDITIONAL SERVICES

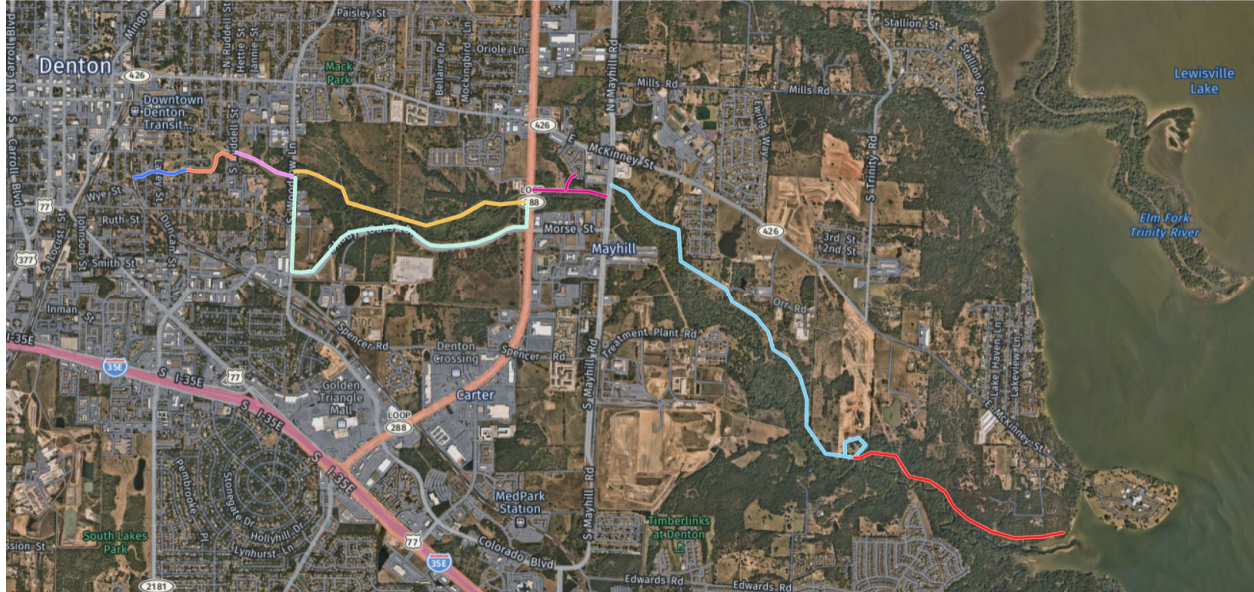
The following services are not included in the scope or fees for this proposal but can be provided by the CONSULTANT, subject to negotiation:

1. Any additional work not specifically included in the Proposed Scope of Work will be accomplished as negotiated Additional Services.
2. Items listed under Optional Tasks.
3. Revisions to the plans requested by the Client after the plans are approved, unless necessitated by discrepancy in the plans.
4. Design of areas outside the limits of the defined project site.
5. Design of gas, telephone or other utility improvements.
6. Traffic engineering reports or studies.
7. Additional graphic products.
8. Additional meetings or workshops not identified in the project scope of services.
9. Printing of additional drawings, specification and contract documents not identified in the project scope of services.
10. Design/coordination of existing utility relocations or modifications.
11. Negotiations with adjacent property owners.
12. Additional TxDOT or regulatory agency requirements not identified in the proposed scope of services.
13. Technical reports for the following items are excluded from this scope of services: noise, air quality, community impacts, indirect impacts, and cumulative impacts.
14. A public meeting and a public hearing are not included in this scope of work.
15. FEMA Submittals (CLOMR/LOMR)
16. Floodplain development feasibility study
17. City of Denton floodplain development permitting and review fees
18. Hydrologic modeling other than stated in the scope
19. H&H modeling of additional watersheds other than the mainstem of Pecan Creek
20. Environmental impact statements and assessments
21. Hydraulic modeling of the proposed trail and alternative alignments
22. Hydraulic modeling of proposed trail mitigation alternatives
23. Conceptual mitigation alternative grading
24. Water quality assessment



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EXHIBIT A



Certificate Of Completion

Envelope Id: 386E09867DCF41CEB0AD1FED57E4316C	Status: Sent
Subject: Please DocuSign: City Council Contract 7850-003	
Source Envelope:	
Document Pages: 36	Signatures: 3
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Erica Garcia
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	erica.garcia@cityofdenton.com
	IP Address: 198.49.140.10


Record Tracking

Status: Original	Holder: Erica Garcia	Location: DocuSign
4/28/2022 11:04:58 AM	erica.garcia@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Erica Garcia erica.garcia@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	Completed Signed by link sent to erica.garcia@cityofdenton.com Using IP Address: 198.49.140.10	Sent: 4/28/2022 11:21:07 AM Viewed: 4/28/2022 11:21:15 AM Signed: 4/28/2022 11:21:46 AM

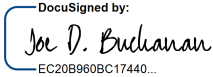
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to lori.hewell@cityofdenton.com Using IP Address: 198.49.140.10	Sent: 4/28/2022 11:21:49 AM Viewed: 4/28/2022 12:24:57 PM Signed: 4/28/2022 1:05:08 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to marcella.lunn@cityofdenton.com Using IP Address: 198.49.140.10	Sent: 4/28/2022 1:05:10 PM Viewed: 4/28/2022 2:07:41 PM Signed: 4/28/2022 2:33:08 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Joe D. Buchanan dbuchanan@half.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to dbuchanan@half.com Using IP Address: 68.203.142.95	Sent: 4/28/2022 2:33:10 PM Viewed: 4/28/2022 2:48:04 PM Signed: 4/28/2022 3:04:12 PM
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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 4/28/2022 2:48:04 PM
 ID: fc8bd8f0-493e-4c4e-abb2-0bd01b78bd3b

Gary Packan
 Gary.Packan@cityofdenton.com
 Director of Parks and Recreation
 Parks and Recreation
 Security Level: Email, Account Authentication
 (None)



Signature Adoption: Pre-selected Style
 Signed by link sent to
 Gary.Packan@cityofdenton.com
 Using IP Address: 198.49.140.10

Sent: 4/28/2022 3:04:14 PM
 Viewed: 4/28/2022 3:23:24 PM
 Signed: 4/28/2022 3:23:50 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/28/2022 3:23:24 PM
 ID: db588b9f-b9da-4c5d-b516-00e5d6ca83a9

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

Sent: 4/28/2022 3:23:55 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Rosa Rios
 rosa.rios@cityofdenton.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 4/20/2022 4:42:29 PM
 ID: 577b3e2d-12b0-4a23-b398-4080b7dc40bf

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication
 (None)



Sent: 4/28/2022 11:21:49 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events**Status****Timestamp**

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

COPIED

Sent: 4/28/2022 3:23:53 PM
 Viewed: 4/28/2022 3:49:45 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

City Secretary Office
 citysecretary@cityofdenton.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Chris Escoto
 Chris.Escoto@cityofdenton.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/28/2022 11:21:07 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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

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

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

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

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

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

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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