

DocuSign City Council Transmittal Coversheet

PSA	6590-047
File Name	Small Transportation Project Intersections
Purchasing Contact	Jamie Cogdell
City Council Target Date	January 8, 2019
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	19-054

**CITY OF DENTON, TEXAS
STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL
SERVICES
FILE 6590-047**

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and HDR Engineering, Inc., with its corporate office at 17111 Preston Road, Suite 300, Dallas, Texas 75248 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Small Transportation Projects (the "PROJECT").

**SECTION 1
Scope of Services**

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

**SECTION 2
Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$346,680 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment D.

**SECTION 3
Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

- (1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment D 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

Amendments to Section 4, if any, are included in Attachment C.

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and

- (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Subsurface Investigations

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

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

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

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

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

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

G. Construction Progress Payments

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

AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

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

I. Right to Audit

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

J. INSURANCE

(1) ENGINEER'S INSURANCE

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

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

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

(2) GENERAL INSURANCE REQUIREMENTS

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

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic

testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5 **Obligations of the City**

Amendments to Section 5, if any, are included in Attachment C.

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

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**

Amendments to Section 6, if any, are included in Attachment C.

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

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

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

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

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

L. Prohibition On Contracts With Companies Boycotting Israel

ENGINEER acknowledges that in accordance with Chapter 2270 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

Section 2252 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 Chapter 2252, 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. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be

executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Scope of Services
- Attachment B - Compensation
- Attachment C - Amendments to Standard Agreement for Engineering Services
- Attachment D - Project Schedule
- Attachment E - 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.

Duly executed by each party's designated representative to be effective on the date subscribed by the City Manager.

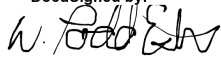
BY:
CITY OF DENTON, TEXAS

DocuSigned by:


 City Manager

Date: 1/8/2019

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

DocuSigned by:


 Signature

Director/City Engineer


Title

Capital Projects

Department

Date Signed: 12/21/2018


BY:
ENGINEER
HDR Engineering, Inc.

DocuSigned by:



 Authorized Signature, Title

Date: 12/19/2018

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

DocuSigned by:

 By: _____

ATTEST:
CITY SECRETARY

DocuSigned by:

 By: _____

ATTACHMENT A

SCOPE OF SERVICES

Project Name: City of Denton - Various Intersection Improvements
Project Manager: Kristal Buster, (972) 960-4482

This scope of services is submitted to prepare final design plans for improvements at the four (4) intersections listed below located in Denton, Texas. The improvements requested by the City are:

1. Add north and south left turn lanes on Nottingham Drive at the intersection with University Drive:
 - Widen pavement as needed on the right curb side to accommodate 3 lane widths (dedicated left, center thru lane, dedicated right or right/thru lane)
 - The pavement design will match the existing adjacent pavement section.
 - Evaluate Autoturn right-turn movements on northbound (NB) and southbound (SB) Nottingham Drive.
 - Provide dedicated right turn lane, if warranted
 - The scope assumes relocate of signal poles at the northwest (NW) and southeast (SE) corners of intersection will not be required.
 - Reconstruct existing pedestrian ramps on all corners of the intersection. Locate new or relocated ped poles for ADA compliance.
 - Remove & replace striping in the intersection to accommodate new lane configurations and pedestrian ramp locations.

2. Realign through lanes on Sherman Drive & widen Sherman Drive, at the intersection with Loop 288:
 - Widen existing pavement to the outside on Sherman Drive, beyond the intersections with Loop 288 ramps, transitioning back to the existing paving, including drainage system design. The final lane configuration will be determined by the traffic study as a part of this scope.
 - The pavement design will match the existing adjacent pavement section.
 - Remove & replace striping in the intersection to accommodate new lane configurations.
 - Assume no pedestrian elements will be provided.
 - Traffic design elements:
 - i. City will collect the traffic counts at the intersections.
 - ii. Perform traffic signal warrant study at the interchange.
 - iii. Design new traffic signals for the intersections if the warrants are met. No pedestrian signals will be required.
 - Coordinate relocation of power pole and utility vaults at NE corner of intersection.
 - Coordination with TxDOT reviews

3. Add left turn lanes in all directions at the intersection of Hercules Lane and Locust Street:
 - Evaluate as-built paving section of SB Locust Street outside shoulder.
 - Evaluate WB-50 truck turning movements at intersection.

- Construct approximately 1000 feet of new SB and NB through lanes on Locust St, each side of the intersection. On the west side of the intersection, this project will be constructed to match completed plans to be provided.
- The pavement design will match the existing adjacent pavement section.
- Assume that OH poles do not need relocation.
- Remove & replace striping in the intersection to accommodate new lane configurations and pedestrian ramp locations.
- Traffic design elements:
 - i. City will collect the traffic counts at the intersections.
 - ii. Perform traffic signal warrant study at the interchange.
 - iii. Design new traffic signals for the intersection if the warrants are met. No pedestrian signals will be required.
-

4. Realign Long Road to intersect Stuart Road:

- Construct new paving, drainage, signing, striping, to extend Long Road west to intersect with Stuart Road. This scope assumes that the permanent traffic control will be all-way stop and signal design is not required.
- Perform geotechnical investigation for paving design and backfill requirements of existing pond.
- Remove existing intersection & dead-end existing Long Road.
- Assume that OH poles do not need relocation.
- Traffic design elements:
 - i. City will collect the traffic counts at the intersections.
 - ii. Perform traffic signal warrant study at the interchange.
 - iii. Design of new traffic signals and pedestrian signals for this intersection is not included in this scope.

City of Denton will provide existing utilities (water, sewer, signal electrical/ITS) per the City's GIS and as-built record information. Any changes to the assumed Scope of Services may result in increased project costs. Our scope is as detailed below.

I Roadway Design. Roadway design will involve the following tasks to prepare final design plans for the intersection.

- Coordinate with OWNER and project team to obtain necessary information, confirm Scope of Work, establish project schedule, and provide updates on project progress.
- Obtain existing utility plans (electronic & GIS) and as-built data from the City for the proposed intersection for up to 200 feet in each direction at the intersection.

- Conduct a field review to note and verify physical constraints, utility placement, existing nearby traffic signal equipment, and any other details necessary for plan preparation.
- Prepare a 30% plan sheet submittal for use in ROW acquisition
- Prepare draft set of plans (90% Submittal), quantity estimates, and cost estimates for the proposed improvements. Draft plans will include complete roadway plan set for the intersection, including:
 - General notes
 - Typical sections
 - Removal plans
 - Paving plans
 - Geotech Boring locations & geotechnical recommendations (at Long Rd only)
 - Drainage systems plans
 - Traffic Control & Erosion Control plans
 - Pavement Markings and Signs
 - Cross sections
 - Applicable standard details

The plans will be prepared according to City of Denton standards.

- Submit draft set of plans to the City for review.
- Meet with the City to discuss draft submittal comments. One (1) meeting is assumed for budget purposes.
- Prepare final set of plans (100% Signed/Sealed Submittal) that addresses comments from the City. The final submittal will include one hard copy and one electronic copy.
- Coordinate project information with Utility companies, based on a SUE Level B designations.

II Signal Design. Signal design will involve the following tasks to prepare signal modification plans for the intersection.

- City will provide traffic tube counts and turning movement counts to be collected for 24 hours for the approaches at the intersections of
 - SB Loop 288 and Sherman Drive
 - NB Loop 288 and Sherman Drive
 - Long Road and Stuart Road
 - Hercules Lane and Locust Street
- City will provide the trip generation or TIAs available for the developments to be taken into consideration.
- Traffic warrant studies will be performed at the intersections of Loop 288 and Sherman Drive; Hercules and Locust; and Long Road and Stuart Road to determine if a traffic signal is required at the intersections
- Obtain plans (electronic) from the City for the including existing topographical data, ROW, drainage area, trees, signs, poles, utilities, etc. for up to 200 feet in each direction at the intersections.
- Conduct a field review to note and verify physical constraints, power connection, utility placement, existing nearby traffic signal equipment, and any other details necessary for plan preparation.

- Prepare draft set of plans (90% Submittal), for the proposed improvements. Draft plans will include signal relocation plan set for the intersection, including signal pole relocation and proposed signal head location/details, and pedestrian pole locations and details. The plans will be prepared according to City of Denton standards, then TxDOT standards.
- Signal plans will be submitted with the Roadway plans to the City for review.
- Meet with the City to discuss draft submittal comments. One (1) meeting is assumed for budget purposes.
- Prepare final set of plans (100% Signed/Sealed Submittal) that addresses comments from the City. Signal plans will be submitted with the Roadway plans to the City.
- This estimate does not include provision of a boring profile.

It should be noted that the above scope does NOT include bid and construction services. These will be provided under a separate contract, if required by the City.

III Design Survey. Design Survey will involve the following tasks to provide topographic survey (horizontal and vertical) in order to prepare final design plans for the intersection. Distances listed below are measured from the center of the intersection.

1. **Topographic survey on Nottingham Dr. / University Dr. Intersection:** **Nottingham Drive** - 200' south to 150' north of the center of the intersection including 20 foot wide grass area where a future right turn lane may be located. **University Drive** - 150' east to 150' west of the intersection.
2. **Topographic survey on Sherman Dr. / Loop 288:** **Sherman Drive** - 300' south to 500' north of the center of the intersection. **Loop 288** - No Topographic survey needed on Loop 288.
3. **Topographic survey on Hercules Ln. / Locust St. Intersection:** **Hercules Lane** - 650' south to 650' north of the center of the intersection including 20 foot wide grass area where a future southbound through lane may be located. **Locust Street** - 250' west to 250' east of the intersection.
4. **Topographic survey on Long Rd. / Stuart Rd. Intersection:** **Long Road** – Area 1: 100' east of the existing stub-out to 100' west of the proposed intersection with Stuart Road, for a width of 100' starting at the south parcel line & going north, and additionally including the limits of the existing pond boundary and approximate pond depth. Area 2: Existing intersection with Stuart Rd and 200' from the existing intersection of Long & Stuart to the northeast on Long Rd. **Stuart Road** - 100' north and south of the new intersection

It should be noted that the above scope does NOT include Construction Control Survey. These will be provided under a separate contract, if required by the City.

IV ROW Parcel Description Documents. ROW Parcel Documents will involve the following tasks to prepare the proposed ROW parcel and/or easement descriptions for the City to acquire ROW and/or easements for the construction of the intersection.

- Locate ROW and property lines within the project limits
- Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Denton as soon as possible and prior to the preliminary plan submittal.
- Provide 3 copies of each Metes & Bounds document with exhibit.
- Fee proposal assumes six (6) easement documents at \$1,800/parcel.
- Fee proposal assumes four (5) Right-of-Way taking documents at \$2,200/parcel.

HDR will document additional parcel documents required and obtain prior approval from the OWNER before completing any additional tasks beyond the approved Scope of Services. Additional parcel documents required will be prepared according to the per-document-rate listed above.

It should be noted that the above scope does NOT include ROW acquisition services. These will be provided under a separate contract, if required by the City.

V Geotechnical Investigation. Geotechnical investigation will be performed at Long St to determine paving section and backfill requirements. The field investigation includes 2 borings each at 15 feet depth. An engineering report will be prepared including: soil and groundwater conditions encountered at the boring locations; earthwork recommendations, including material and compaction requirements; construction considerations related to soil and groundwater conditions at the borings; underground utility backfill recommendations; and street pavement recommendations.

VI Subsurface Utility Engineering (SUE) Level B. SUE for detail Level B will be performed at all intersections/project areas. Level A will be performed assuming a total of 4 test holes at \$1250 per test hole in paving using a coring machine and 4 testholes at \$1450 outside of paving. Test hole locations will be determined one Level B SUE deliverable is received. Additional test holes may be required according to the per-test-hole-rate listed above.

Additional Services Beyond the Scope of Services. Additional work may include additional Design Survey, SUE, more extensive Geotechnical borings, Bid Services and/or Construction Phase services, and design of new signal controller if required by the OWNER. HDR will document additional work requests from the OWNER and obtain prior approval before completing any additional tasks beyond the approved Scope of Services.

ATTACHMENT B

COMPENSATION

Project Name: City of Denton - Various Intersection Improvements

Hourly Billable Rates by Position

<i>Position</i>	<i>Hourly Rate</i>
Principal/Vice President	\$300.00
Project Manager	\$250.00
Senior Traffic Engineer	\$200.00
Project Engineer/Traffic Engineer	\$150.00
Engineer	\$100.00
Traffic EIT	\$90.00
CAD Tech	\$90.00
Clerical / Administrative	\$85.00

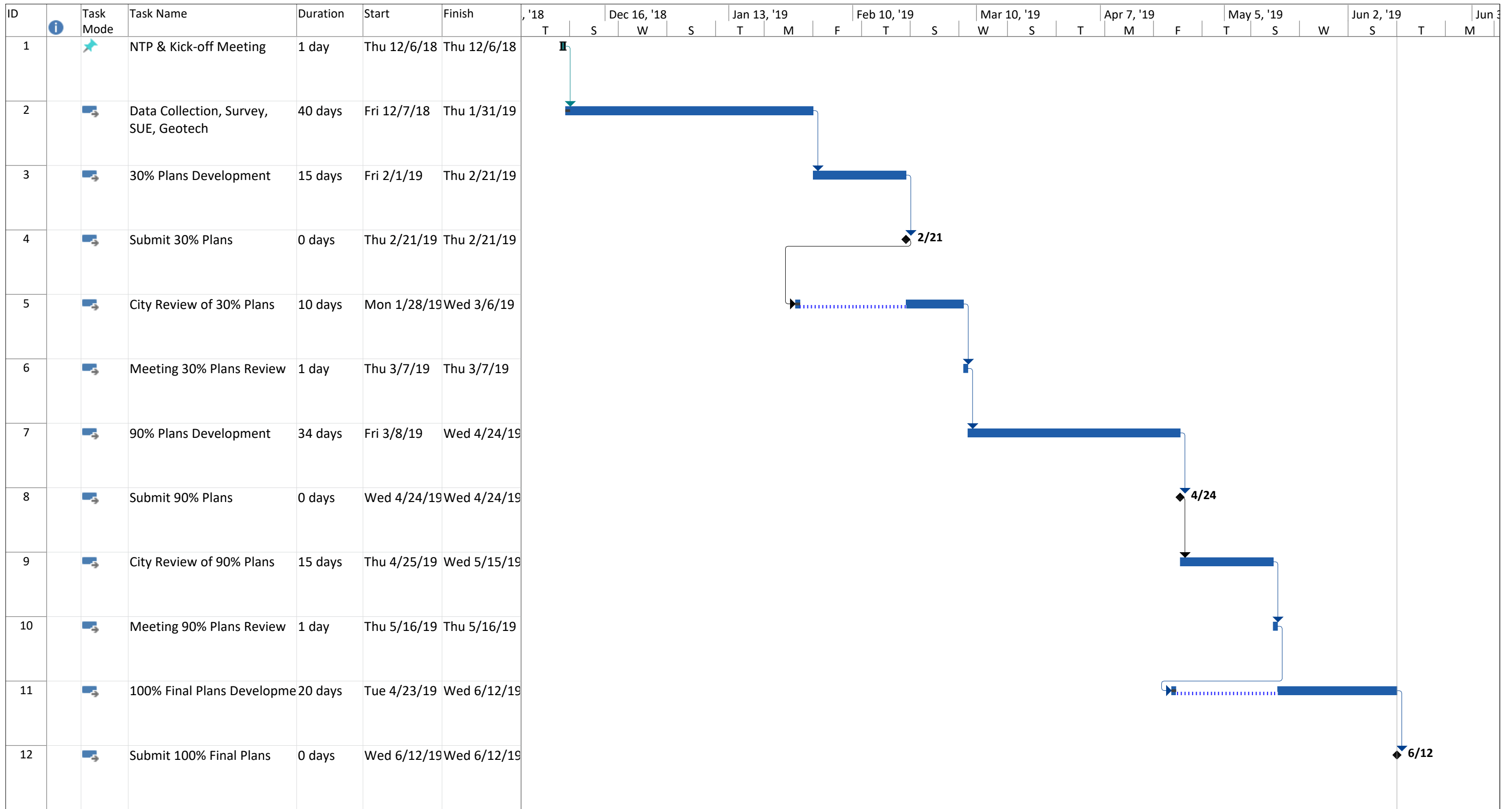
Various Intersection Improvements – The fee for the scope of services as described in Exhibit A will be on a hourly basis with a not to exceed budget of three hundred forty-six thousand six hundred and eighty dollars (\$346,680).

ATTACHMENT C

CHANGES AND AMENDMENTS TO STANDARD AGREEMENT

**Design Services for
City of Denton - Various Intersection Improvements
Final Design**

No modifications to the Standard Agreement are necessary for this project.



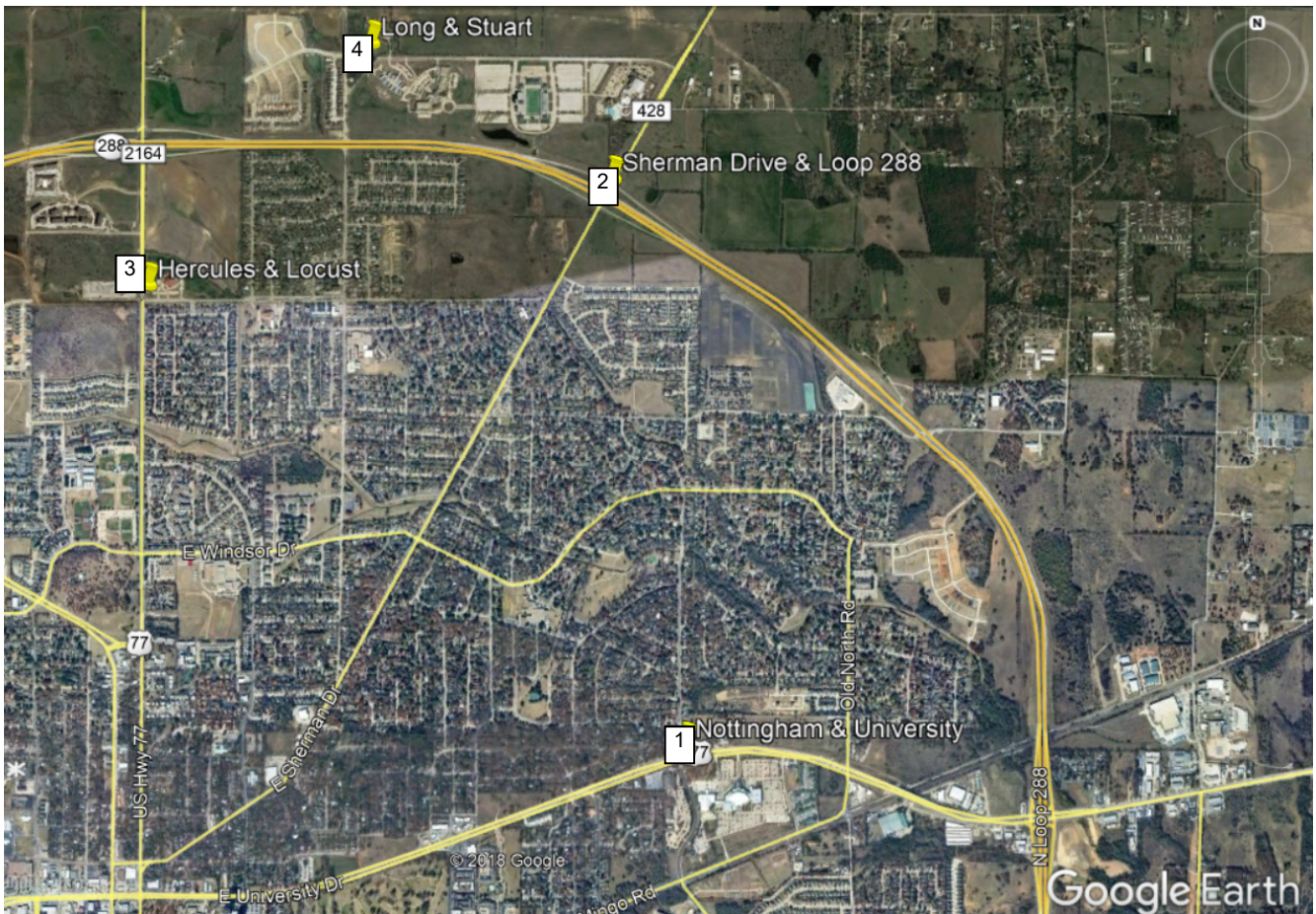
Project: Attachment D - Denton V Date: Tue 11/13/18	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			

ATTACHMENT E

LOCATION MAP

Project Name: City of Denton - Various Intersection Improvements

1. Add north and south left turn lanes on Nottingham Drive at the intersection with University Drive
2. Realign through lanes on Sherman Drive & widen Sherman Drive, at the intersection with Loop 288
3. Add left turn lanes in all directions at the intersection of Hercules Lane and Locust Street
4. Realign Long Road to intersect Stuart Road



Certificate Of Completion

Envelope Id: E31BBAF30CF644D49C333E708F5ACB36	Status: Completed
Subject: Please DocuSign: City Council Contract 6590-047 Small Transportation Projects	
Source Envelope:	
Document Pages: 27	Signatures: 5
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jamie Cogdell
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Jamie.Cogdell@cityofdenton.com
	IP Address: 129.120.6.150

Record Tracking

Status: Original	Holder: Jamie Cogdell	Location: DocuSign
12/18/2018 4:38:37 PM	Jamie.Cogdell@cityofdenton.com	

Signer Events

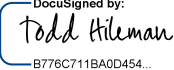

Signer Events	Signature	Timestamp
Jamie Cogdell jamie.cogdell@cityofdenton.com Senior Buyer City Of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 129.120.6.150	Sent: 12/18/2018 4:43:00 PM Viewed: 12/18/2018 4:43:07 PM Signed: 12/18/2018 4:44:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Mack Reinwand mack.reinwand@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by:  7F9D328BF0204E5...	Sent: 12/18/2018 4:44:56 PM Viewed: 12/19/2018 9:50:04 AM Signed: 12/19/2018 9:51:26 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	

Ramon Miguez ramon.miguez@hdrinc.com Ramon F. Miguez HDR Engineering, Inc Security Level: Email, Account Authentication (None)	DocuSigned by:  5A2EF87DE5874E3...	Sent: 12/19/2018 9:51:28 AM Viewed: 12/19/2018 9:56:41 AM Signed: 12/19/2018 10:27:49 AM
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Todd Estes todd.estes@cityofdenton.com Director/City Engineer Security Level: Email, Account Authentication (None)	DocuSigned by:  4EA1529342DA4B7...	Sent: 12/19/2018 10:27:51 AM Resent: 12/19/2018 1:24:53 PM Viewed: 12/21/2018 5:35:14 AM Signed: 12/21/2018 5:37:36 AM
Electronic Record and Signature Disclosure: Accepted: 12/21/2018 5:35:14 AM ID: 28285264-e1a8-48d8-aac8-3a9ad390b1f5	Signature Adoption: Drawn on Device Using IP Address: 71.84.152.239 Signed using mobile	

Signer Events	Signature	Timestamp
<p>Tabitha Millsop tabitha.millsop@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 12/21/2018 5:37:39 AM Resent: 1/2/2019 11:06:10 AM Viewed: 1/9/2019 10:13:46 AM Signed: 1/9/2019 10:14:13 AM</p>
<p>Todd Hileman Todd.Hileman@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/25/2017 11:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21</p>	<p>DocuSigned by:  B776C711BA0D454...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.184.66.109 Signed using mobile</p>	<p>Sent: 1/9/2019 10:14:17 AM Viewed: 1/9/2019 11:44:58 AM Signed: 1/9/2019 11:45:05 AM</p>
<p>Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  F96137F96F3D4D3...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150</p>	<p>Sent: 1/9/2019 11:45:07 AM Viewed: 1/10/2019 9:55:27 AM Signed: 1/10/2019 9:56:09 AM</p>

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center;">COPIED</div>	<p>Sent: 12/18/2018 4:44:55 PM</p>
<p>Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center;">COPIED</div>	<p>Sent: 1/9/2019 10:14:15 AM Viewed: 1/10/2019 9:53:29 AM</p>

Carbon Copy Events	Status	Timestamp
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<p>Jennifer Bridges jennifer.bridges@cityofdenton.com Procurement Assistant City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 1/10/2019 9:56:12 AM Viewed: 1/17/2019 10:13:42 AM</p>
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<p>Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 1/10/2019 9:56:13 AM Viewed: 1/14/2019 10:07:21 AM</p>
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<p>Annie Bunger annie.bunger@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 1/10/2019 9:56:14 AM Viewed: 1/10/2019 9:59:32 AM</p>
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<p>Michael Smith michael.smith@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 1/10/2019 9:56:15 AM Viewed: 1/10/2019 10:01:34 AM</p>
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Notary Events	Signature	Timestamp
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Completed	Security Checked	1/10/2019 9:56:15 AM

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

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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:

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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.

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- 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.