

**CITY OF DENTON, TEXAS  
STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES  
FILE 6590-034**

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Kimley-Horn and Associates Inc., with its corporate office at 421 Fayetteville Street, Suite 600 Raleigh, NC 27601 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Intersection Control Evaluation at the Intersection of North Texas Boulevard and Highland Park Road (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 **\$35,000** 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 Scope of 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 C.

**SECTION 3  
Terms of Payment**

Payments to the ENGINEER will be made as follows:

**A. Invoice and Payment**

- (1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Exhibit B to reasonably substantiate the invoices.
- (2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT.

Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.

- (3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.
- (4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
- (5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

## **SECTION 4**

### **Obligations of the Engineer**

#### **A. General**

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

#### **B. Standard of Care**

The ENGINEER shall perform its services:

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

#### **C. Subsurface Investigations**

- (1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in 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 C 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**

### **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 C.



## **E. Prompt Notice**

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

## **F. Asbestos or Hazardous Substances Release.**

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

## **G. Contractor Indemnification and Claims**

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

## **H. Contractor Claims and Third-Party Beneficiaries**

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

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

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

## **I. CITY's Insurance**

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

## **J. Litigation Assistance**

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

## **K. Changes**

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

## **SECTION 6** **General Legal Provisions**

### **A. Authorization to Proceed**

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

### **B. Reuse of Project Documents**

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

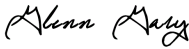
These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the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

BY: ENGINEER

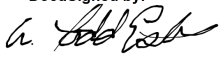
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Date: 9/13/2018

Date: 9/13/2018

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

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Signature

Director/City Engineer

Title

Capital Projects

Department

Date Signed: 9/13/2018

## **EXHIBIT "A"**

### **Intersection Control Evaluation at the Intersection of North Texas Boulevard and Highland Park Road General Scope of Services**

#### **PROJECT UNDERSTANDING**

It is the understanding of the DESIGN PROFESSIONAL that the scope of services will include producing and intersection control evaluation (ICE) for the intersection of North Texas Boulevard/ Highland Park Road, and Underwood Street.

The Tasks to be performed are:

- Task 1 – Intersection Control Evaluation (ICE) and Pre-Screening
- Task 2 – Concept Layout and OPCC
- Task 3 – Meetings and Project Administration

The DESIGN PROFESSIONAL's scope of services is as follows:

#### **BASIC SERVICES**

##### **TASK 1 – INTERSECTION CONTROL EVALUATION AND PRE-SCREENING**

The DESIGN PROFESSIONAL will follow the following Intersection Control Evaluation Procedure (ICE) for evaluating the intersection:

###### ***Task 1.1. Existing Condition Research:***

1. Preliminary Investigation
  - Gather parcel information
  - Gather existing aerial photographs.
  - Gather existing water, sanitary sewer and storm sewer record drawings.
  - Gather existing paving plans.
  - Gather existing development plans.
  - Develop base map and files for existing information. This will be used to evaluate the design.
2. Site Investigation
  - Conduct field visit to perform visual observations and verify obtained topographic survey.
  - Document area with photographs.

### 3. Data Collection

- 24-hour turning movement counts for all modes at:
  - North Texas Boulevard and Highland Park Road
- Peak turning movement counts (AM (7-9) and PM (4-6)) at:
  - North Texas Boulevard and IH-35E Northbound Frontage Road (NBFR)
  - North Texas Boulevard and IH-35E Southbound Frontage Road (SBFR)
- 24-hour machine tube counts (85<sup>th</sup> percentile speed and classification) at:
  - Highland Park Road, south of Underwood Street
- OWNER to provide:
  - Football game day traffic data
  - Crash data within the study network from the past three years

**Deliverables:** Traffic Data  
AutoCAD base map with existing horizontal topographic features.

#### **Stage 1: Screening**

The DESIGN PROFESSIONAL will perform the necessary steps to establish a list of intersection traffic control alternatives for the intersection. These steps include:

4. Identifying Existing Conditions
5. List all potential intersection control options for the intersection such as:
  - a. Minor-road Stop Control
  - b. All-Way Stop
  - c. Signal
  - d. Roundabout (yield control)
6. Determine which of the potential intersection control options are viable based on the existing conditions, project goals, and project purpose. The DESIGN PROFESSIONAL will use applicable operational analysis software, the SPICE Tool (provided by FDOT), the latest edition of the Highway Capacity Manual (HCM), and engineering judgement to move forward with a viable list of intersection alternatives.

**Deliverables:**

1. Intersection Control Evaluation Report – Stage 1
  - Existing Intersection and Roadway Conditions
  - Determination of All Potential Intersection Control Options
  - Discussion of the Viable Intersection Control Options to be Evaluated with Stage 2
2. PDF of ICE Report Stage 1 and up to (3) hard copies

#### **Stage 2: Preliminary Control Strategy Assessment**

The DESIGN PROFESSIONAL will analyze the traffic at the intersection. As part of this, the DESIGN PROFESSIONAL will develop preliminary conceptual layouts for each intersection traffic control alternative identified under Stage 1 for evaluation. The process for each of these steps are as follows:

1. Operations
  - ❖ Scenarios to be Evaluated:



- a) Existing Year AM and PM peak hours
- b) Design Year AM and PM peak hours
  - i. Based on a mutually agreed upon growth rate

2. Safety Performance

The DESIGN PROFESSIONAL will utilize the SPICE Tool provided by FDOT and includes the Roundabout Safety Performance Function (SPF) from NCHRP 17-70.

3. Benefit-Cost Analysis

The DESIGN PROFESSIONAL will determine high level planning opinion of probable construction costs for each intersection alternative for the use in comparing for a benefit cost analysis. This is not an opinion of actual construction costs and is only used for the benefit-cost analysis.

4. Environmental, Utility, & ROW Impacts

The DESIGN CONSULTANT will utilize preliminary horizontal conceptual layouts to evaluate the impacts to existing topographic features for each intersection alternative being evaluated under Stage 2.

- ❖ Each alternative will be developed to accommodate a BUS40 for all turning movements.

5. Multimodal Accommodations

- ❖ Includes pedestrians, bikes, and public transportation for UNT

6. Recommended Alternative Based on Analysis

**Assumptions:** Up to 3 intersection alternatives are anticipated to be evaluated for Stage 2.

- Deliverables:**
- 1. Intersection Control Evaluation Report – Stage 1 & 2
    - o Evaluation of Each Intersection Control Alternative Identified During Stage 1
      - Operational Analysis
      - Safety Performance Analysis
      - Benefit-Cost Analysis
      - Environmental, Utility, & ROW Impact Analysis
      - Multimodal Accommodations
    - o Discussion of Recommended Alternative Based on Analysis
      - 1. PDF of ICE Report Stage 1 & 2 with up to (3) hard copies
      - 2. 22"x34" PDF of each intersection control alternative

## **TASK 2 – CONCEPTUAL LAYOUT AND OPCC**

The DESIGN PROFESSIONAL will develop a concept layout and opinion of probable construction cost for the intersection traffic control alternative that is selected for the North Texas intersection based on the results of Stage 2.

### **Stage 3: Conceptual Layout and OPCC**

This will be the third and final stage for analyzing the intersection at North Texas and Highland Park Road. The remaining stage includes the following:

- 1. Modify the conceptual layout of the selected intersection traffic control alternative from Stage 2.
- 2. Develop an Opinion of Probable Construction Cost (OPCC)

**Assumptions:** Only 1 intersection alternative is anticipated to be evaluated for Stage 3.

**Deliverables:**

1. Intersection Control Evaluation Report – Stage 1 & 2 (If needed)
  - o Finalized Conceptual Layout of the Recommended Intersection Traffic Control Alternative with an OPCC.
2. PDF of ICE Report Stage 1 & 2 with up to (3) hard copies

### **TASK 3 – MEETINGS AND PROJECT ADMINISTRATION**

A. Communication and Meetings:

- a. Conduct regular progress meetings to monitor the development of the project. The DESIGN PROFESSIONAL will conduct up to:
  - i. Three (3) meetings with the OWNER regarding project status and coordination issues. All meetings will be held in conjunction with stakeholder meetings or on conference call.
- b. Conduct coordination meetings with stakeholders
  - i. Up to two (2) meetings with UNT and the OWNER
  - ii. Up to two (2) meeting with MSA and the OWNER
  - iii. Up to one (1) meeting with Denia HOA Group and the OWNER

B. Project Administration

- a. Prepare project correspondence and invoicing documents.

**Assumptions:** Project schedule is assumed to be three (3) months.

**Deliverables:** Meeting Notes,  
Monthly Invoices

## **ADDITIONAL SERVICES**

Services not specifically identified in the Scope of Services above shall be considered additional, and shall be performed on an individual basis upon authorization by the Owner. Such services shall include, but are not limited to, the following:

- A. Boundary and Topographic and Subsurface Utility Exploration (Anticipated to be included with Final Design)
- B. Environmental Services
- C. Meetings with HOA/Neighborhood
- D. Any design consideration due to TCEQ status being a High Hazard Facility
- E. Any hydrologic or hydraulic
- F. Submittals to FEMA or TCEQ.
- G. Any additional meetings not outlined in the scope
- H. Any additional roadway, structural, or landscape design not outlined in the scope.
- I. Water or sewer line design
  - a. Easement acquisition services beyond that in the scope:
  - b. Appraisals
  - c. Contacting property owners
  - d. Condemnation support
  - e. Offer letters
- J. Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction
- K. Additional construction site visits
- L. Additional construction shop drawing and sample review and comment
- M. Construction final walkthrough and punchlist preparation
- N. Additional traffic control plan details
- O. Services related to warranty claims, enforcement and inspection after final completion
- P. Assist the OWNER as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
- Q. Design of any offsite drainage improvements beyond the improvements identified in the scope.
- R. Redesign to reflect project scope changes requested by the OWNER, required to address changed conditions or change in direction previously approved by the OWNER, or mandated by changing governmental laws.
- S. SWPPP inspections / coordination
- T. Any services not listed in the Scope of Services

## EXHIBIT "B"

### ROUNABOUT IMPORVEMENTS AT THE INTERSECTION OF NORTH TEXAS BOULEVARD AND HIGHLAND PARK ROAD

#### Compensation

Total compensation for the CONSULTANT contemplated under the terms of this agreement **shall be a total not-to-exceed \$35,000** for all services including reimbursable expenses. The OWNER shall compensate the Design Professional as follows:

#### **BASIC SERVICES**

For Basic Services Tasks 1 – 3, the total compensation shall be on a reimbursable (hourly) basis and not to exceed **\$35,000**.

Progress payments for Basic Services shall be paid monthly based on the actual work satisfactorily completed per month in each phase, with the following amounts of the total compensation for the Basic Services for each phase of the Project:

• Task 1 – Intersection Control Evaluation and Pre-Screening	\$20,000
• Task 2 – Conceptual Layout and OPCC	\$ 3,000
• <u>Task 3 – Meetings and Project Administration</u>	<u>\$12,000</u>
<b>Total</b>	<b>\$35,000</b>

The DESIGN PROFESSIONAL will not exceed the total maximum labor fee shown without authorization from the OWNER. Individual task amounts are provided for budgeting purposes only. DESIGN PROFESSIONAL reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the OWNER.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

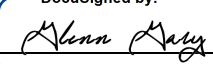
#### **EXTRA SERVICES**

Any services not specifically provided for in the above scope and authorized by the OWNER, will be billed as additional services and performed the DESIGN PROFESSIONAL's then current hourly rates.

**CITY OF DENTON**  
**North Texas Roundabout Intersection Control Evaluation Fee Breakdown**  
**8/8/2018**

Project Role	Total Hours	Total Labor Effort	Total Allocation	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
<b>Basic Services</b>								
<b>Task 1 - Intersection Control Evaluation and Pre-Screening</b>	128	\$ 17,160	\$ 860	\$ 156	\$ 20	\$ 1,634	\$ 170	\$ 20,000
Existing Condition Research								
Preliminary Investigation	8	\$ 1,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,040
Site Investigation	8	\$ 1,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,120
Data Collection	8	\$ 1,110	\$ -	\$ 156	\$ 20	\$ 1,634	\$ 170	\$ 3,090
Stage 1: Screening	18	\$ 2,520	\$ -		\$ -	\$ -	\$ -	\$ 2,520
Stage 2: Preliminary Control Strategy Assessment								
Analysis (Steps 1 to 6)	50	\$ 6,510	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,510
Horizontal Intersection Alternatives (up to 3)	36	\$ 4,860	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,860
<b>Task 2 - Detailed Concept and OPCC</b>	21	\$ 2,770	\$ 140	\$ 80	\$ 10	\$ -	\$ -	\$ 3,000
Stage 3: Detailed Control Strategy Assessment								
Finalize Concept Layout	11	\$ 1,455	\$ -	\$ 80	\$ 10	\$ -	\$ -	\$ 1,545
Opinion of Probable Construction Cost	10	\$ 1,315	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,315
<b>Task 3 - Meetings and Project Administration</b>	72	\$ 11,275	\$ 570	\$ 135	\$ 20	\$ -	\$ -	\$ 12,000
Project Administration	11	\$ 1,460	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,460
Communication and Meetings								
Regular Meetings (3)	23	\$ 3,855	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,855
Stakeholder Meetings/Coordination (5)	38	\$ 5,960	\$ -	\$ 135	\$ 20	\$ -	\$ -	\$ 6,115
	<b>221</b>	<b>\$ 31,205.00</b>	<b>\$ 1,570.00</b>	<b>\$ 371.00</b>	<b>\$ 50.00</b>	<b>\$ 1,634.00</b>	<b>\$ 170.00</b>	<b>\$ 35,000</b>

## Exhibit

	<b>CONFLICT OF INTEREST QUESTIONNAIRE -</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>			
<b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b>			
<p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>			
<b>1</b>	<b>Name of vendor who has a business relationship with local governmental entity.</b> Kime1-Horn and Associates, Inc.		
<b>2</b>	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b>  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7 <sup>th</sup> business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b>	<b>Name of local government officer about whom the information in this section is being disclosed.</b>  <div style="text-align: center;">None _____</div> <div style="text-align: center;">Name of Officer</div> <p>This section, (item 3 including subparts A, B, C &amp; D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?  <input type="checkbox"/> Yes                      <input checked="" type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?  <input type="checkbox"/> Yes                      <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?  <input type="checkbox"/> Yes                      <input checked="" type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.            NA</p>		
<b>4</b>	<input type="checkbox"/> <b>I have no Conflict of Interest to disclose.</b>		
<b>5</b>	DocuSigned by:  Signature of vendor doing business with the governmental entity		9/13/2018 _____ Date

## Certificate Of Completion

Envelope Id: 152E63C064A44EC692BB6D53E628B66D	Status: Completed
Subject: 6590-034- North Texas Roundabout Design- Kimley Horn	
Source Envelope:	
Document Pages: 22	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kelly Smith
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	kelly.smith@cityofdenton.com
	IP Address: 129.120.6.150

## Record Tracking

Status: Original 9/12/2018 12:18:53 PM	Holder: Kelly Smith kelly.smith@cityofdenton.com	Location: DocuSign
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## Signer Events

Glenn Gary  
Glenn.Gary@kimley-horn.com  
Sr. Vice Presedent  
Kimley-Horn and Associates, Inc.  
Security Level: Email, Account Authentication (None)

## Signature

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Signed: 9/13/2018 6:18:08 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/5/2017 5:31:56 AM  
ID: a4d44695-81cf-49e7-97f6-7553e995f64a

Todd Estes  
Todd.Estes@cityofdenton.com  
Director/City Engineer  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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Signature Adoption: Drawn on Device  
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Signed using mobile

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**Electronic Record and Signature Disclosure:**  
Accepted: 9/13/2018 8:07:22 AM  
ID: b21caa34-645f-45c7-9a6b-6a6404e2f268

Jamie Cogdell  
Jamie.cogdell@cityofdenton.com  
Senior Buyer  
City Of Denton  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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**Electronic Record and Signature Disclosure:**  
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## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	9/13/2018 10:46:09 AM
Completed	Security Checked	9/13/2018 10:46:09 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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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.

### **Consequences of changing your mind**

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

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

**How to contact City of Denton:**

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

To contact us by email send messages to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

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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](mailto: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..

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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](mailto: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"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* 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.