

DocuSign City Council Transmittal Coversheet

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|--------------------------|---------------------------|
| PSA | 7417 |
| File Name | Bowling Green Park Design |
| Purchasing Contact | Erica Garcia |
| City Council Target Date | December 1, 2020 |
| Piggy Back Option | Not Applicable |
| Contract Expiration | N/A |
| Ordinance | 20-2371 |

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
FILE 7417**

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT (the "Agreement") is made and entered into on 12/27/2020, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and Pacheco Koch Consulting Engineers, Inc., with its corporate office at 7557 Rambler Rd., Suite 1400, Dallas, TX 75231, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**ARTICLE I
CONSULTANT AS INDEPENDENT CONTRACTOR**

The OWNER has selected CONSULTANT on the basis of demonstrated competence and qualifications to perform the services herein described for a fair and reasonable price pursuant to Chapter 2254 of the Texas Government Code. The OWNER hereby contracts with the CONSULTANT as an independent contractor and not as an employee, and as such, the OWNER will not assert control over the day-to-day operations of the CONSULTANT. The CONSULTANT is customarily engaged to provide services as described herein independently and on a nonexclusive basis in the course of its business. This Agreement does not in any way constitute a joint venture between OWNER and CONSULTANT. The CONSULTANT hereby agrees to perform the services described herein based on the skills required for the scope of work in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, Bowling Green Park Design, as described in Exhibit A, which is on file at the purchasing office and incorporated herein (the "Project").

**ARTICLE II
SCOPE OF BASIC SERVICES**

The CONSULTANT shall perform the following services in a professional manner:

- A. The CONSULTANT shall perform all those services as necessary and as described in the OWNER's RFQ 7417 – Bowling Green Park Design, which is on file at the purchasing office and made a part hereof as Exhibit A as if written word for word herein.
- B. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as Exhibit B as if written word for word herein.
- C. CONSULTANT shall perform all those services set forth in individual task orders, as described in Exhibit B, which shall be attached to this Agreement and made a part hereof.
- D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE III **ADDITIONAL SERVICES**

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, may be negotiated as needed, per rates included in Exhibit B.

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- B. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- C. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- D. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- E. Visits to the site in excess of the number of trips included in **Exhibit B**.
- F. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE IV
TIME OF COMPLETION

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the completion of the Project in accordance with the schedules as described in **Exhibit B**. The contract shall remain effective for a period which may reasonably be required for the completion of the Project, acceptance by an authorized representative of the OWNER, exhaustion of authorized funds, or termination as provided in this Agreement, whichever occurs first.

ARTICLE V
COMPENSATION

A. COMPENSATION TERMS:

1. "Subcontract Expense" is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services related to this agreement.
2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in **Exhibit B** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed \$62,800.

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the OWNER. The CONSULTANT shall not proceed to perform the services listed in Article III "Additional Services," without obtaining prior written authorization from the OWNER.

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in **Exhibit B**. Payments for additional services shall be due and payable upon submission by the CONSULTANT and approval by the City staff, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. **PAYMENT:** If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be paid interest in accordance with the Texas Government Code 2251.025. Additionally, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the OWNER to pay the late charge if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation," there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the form as described in this Agreement. The OWNER will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.
- E. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

ARTICLE VI **OBSERVATION AND REVIEW OF THE WORK**

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE VII **OWNERSHIP OF DOCUMENTS**

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the OWNER upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this Agree-

ment in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

ARTICLE VIII
INDEMNITY AGREEMENT

THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY THE OWNER, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE IX
INSURANCE

During the performance of the services under this Agreement, CONSULTANT shall maintain insurance in compliance with the requirements of **Exhibit C** which is attached hereto and made a part of this Agreement as if written word for word herein.

ARTICLE X
ALTERNATIVE DISPUTE RESOLUTION

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

ARTICLE XI
TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination

will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than fifteen (15) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.

- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V “Compensation.” Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE XII
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE XIII
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days’ mailing:

To CONSULTANT:

Pacheco Koch Consulting Engineers, Inc.
Mark A. Pacheco, P.E., R.P.L.S, President
7557 Rambler Road, Suite 1400
Dallas, TX 75231

To OWNER:

City of Denton
Purchasing Manager –File 7417
901B Texas Street
Denton, Texas 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days’ mailing.

ARTICLE XIV
ENTIRE AGREEMENT

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XV
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE XVI
COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as those laws may now read or hereinafter be amended.

ARTICLE XVII
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

ARTICLE XVIII
PERSONNEL

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XIX
ASSIGNABILITY

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the

CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

ARTICLE XX
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXI
MISCELLANEOUS

A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – RFQ 7417 – Bowling Green Park Design (on file at the purchasing office)

Exhibit B – Consultant’s Scope of Services Offer, Project Schedule and Rate Sheet

Exhibit C – Consultant’s Insurance Requirements

What is called for by one exhibit shall be as binding as if called for by all. In the event of an inconsistency or conflict in this Agreement and any of the provisions of the exhibits, the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the exhibits in the order in which they are listed above.

B. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Denton County or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Eastern District of Texas-Sherman Division.

C. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Tricia Woliver. However, nothing herein shall limit CONSULTANT from using other equally qualified and competent members of its firm to perform the services required herein.

D. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.

- E. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- F. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.
- G. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

ARTICLE XXII **INDEPENDENT CONTRACTOR**

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE XXIII **RIGHT TO AUDIT**

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE XXIV

Prohibition On Contracts With Companies Boycotting Israel

Supplier 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, Supplier certifies that Supplier’s signature provides written verification to the City that Supplier: (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.

ARTICLE XXV

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, Supplier certifies that Supplier’s signature provides written verification to the City that Supplier, 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.

ARTICLE XXVI
CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING

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

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

The contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

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

ARTICLE XXVII
PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

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

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date 12/27/2020.

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

CITY OF DENTON, TEXAS
“OWNER”

DocuSigned by:

Gary Packan

Gary Packan

AG6AE9F7A42B1AD
SIGNATURE

PRINTED NAME

Director of Parks and Recreation

TITLE

Parks & Recreation

DEPARTMENT

DocuSigned by:

Todd Hileman

BT75971B499459
TODD HILEMAN, CITY MANAGER

ATTEST:
CITY SECRETARY

DocuSigned by:

Rosa Rios

BY:

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APPROVED AS TO LEGAL FORM
AARON LEAL, CITY ATTORNEY:

DocuSigned by:

Mark Feinward

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PACHECO KOCH CONSULTING
ENGINEERS, INC.
“CONSULTANT”

DocuSigned by:

Mark Pacheco

27425847B3604EC
BY: mark pacheco

ITS: President

2020-688181

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER



October 5, 2020
PK No.: 0100

Ms. Erica Garcia
CITY OF DENTON
901 B Texas Street
Denton, Texas 76209

Re: Professional Civil Engineering & Landscape Architecture Services
DENTON BOWLING GREEN PARK IMPROVEMENTS
Denton, Denton County, Texas

Dear Ms. Garcia:

Pacheco Koch Consulting Engineers, Inc. is pleased to submit this proposal to provide professional civil engineering and landscape architecture services relating to the referenced project. It is our understanding the project consists of landscape design services to complete the proposed park improvements.

Based on our preliminary discussions and the information received to date, our perception of the project is as shown on the attached documents. For your reference, please find the attached documents:

- Attachment A – Scope of Services;
- Attachment B – Compensation and Method of Payment;
- Attachment C – Schedule;
- Attachment D – Limit of Work;
- Attachment E – FEMA Map; and
- Attachment F – Preliminary Estimate of Projected Man Hours

Pacheco Koch Consulting Engineers, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Wade Peterson", with a stylized flourish at the end.

Wade C. Peterson, P.L.A., LEED®AP

TAW/jmc

ATTACHMENT A to Agreement
between the City of Denton, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

ATTACHMENT 'A' – SCOPE OF SERVICES

DENTON BOWLING GREEN PARK IMPROVEMENTS

PROJECT DESCRIPTION:

The project consists of landscape architecture services for the proposed park improvements. It is understood that Pacheco Koch will work with the City and a Community Stakeholder Meeting during Schematic Design to determine a final design approach for the proposed trail system and raised community garden within the 18 acre neighborhood Denton Bowling Green Park to take to full construction documentation.

BASIC SERVICES:

A. Public Involvement/Visioning Services:

1. Pacheco Koch will provide one (1) public meeting that include working with a stakeholder group selected by City staff to determine contextual design improvements to be incorporated into the trail and community garden design.

Included in this item:

- A concept work session where Pacheco Koch staff will show ideas, images, design elements and concepts for reaction and input from the stakeholders.
- Taking the input from the concept work session, Pacheco Koch staff will develop a preferred concept and present it at a second meeting for input and revisions that will be incorporated into the construction documents.

Not included in this item:

- Architectural design guidelines.

ATTACHMENT A to Agreement between the City of Denton, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

B. Tree Protection and Mitigation Plan

1. Pacheco Koch will provide a mitigation plan for the trees located on a site according to the governing municipal ordinance. This service assumes that Pacheco Koch is also performing Landscape Planting Plan, as the mitigation trees are typically shown on this plan.

Included in this item:

- A digital spreadsheet provided the identification number of the tree, size in caliper inches, approximate canopy spread, species, and condition of the tree based on the tree survey provided by the City of Denton Parks Department.
- Digital tree plan overlay onto the topographical survey provided by the City of Denton Parks Department.
- An analysis summary of required mitigation and potential methods of achieving it based on the preliminary site development plans.
- Tree protection plan, details and specifications as required by ordinance.

Not included in this item:

- Field identification and GPS location of trees over 6"DBH (diameter at breast height).
- Topographical survey.
- Environmental investigation, delineations or investigations.

C. TAS/TDLR Coordination

1. Pacheco Koch will prepare submittal paperwork and submit plans and specifications to a Registered Accessibility Specialist (RAS) to be reviewed in accordance with the Texas Accessibility Standards (TAS); particularly, the Architectural Barriers Act.

Included in this item:

- One (1) revision to the plans to respond to any deficiencies in the plans and specifications identified in the RAS plan review.
- One (1) site visit with the RAS for the final site inspection.

Not included in this item:

- One (1) revision to the plans to respond to any deficiencies in the plans and specifications identified in the RAS plan review.
- One (1) site visit with the RAS for the final site inspection.

ATTACHMENT A to Agreement
between the City of Denton, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

D. Full Landscape Architecture Plan Services

1. Pacheco Koch will provide a Landscape Architecture Design services that consists of hard and soft surface elements of the site on the ground plane, excluding vehicular paving. Elements typically include, loop trail system, pedestrian hand rails (if required), site furniture, mow curbs, landscape plantings, irrigation, and seat walls/retaining walls less than 36" in height.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Up to three (3) team design meetings to coordinate ground plane design elements.
- Concept Design: Two (2) concept options submitted for client review and coordination. Following a presentation of the concepts to the City and Community Stakeholders, Client comments will be incorporated into the Schematic Design.
- Schematic Design: One (1) schematic option submitted for client review and coordination. One (1) board depicting critical sections, elevations or three dimensional aspects of the design necessary to demonstrate design intent. Following team review, one (1) revision of the Schematic Design to incorporate client comments. An opinion of probable construction cost will be provided.
- Design Development: One (1) image board depicting proposed materials and design theme options. Plans to include one (1) Layout Plan depicting horizontal alignment of hard surface elements and lighting, one (1) Grading and Drainage Plan depicting direction and location of site drainage with respect to existing floodplain, including existing and proposed one foot contours for all pedestrian spaces, one (1) Planting Plan for site plan approvals, one (1) Irrigation Plan, and Site Detail Plans depicting elevations and sections of key elements prepared as a part of this item. An opinion of probable construction cost will be provided.
- Construction Documents: Plans to include layout, grading, planting, irrigation and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Architectural Plans.
- Coordination with the Civil Engineer for any modeling required to stay clear from the existing adjacent 100-year floodplain.
- Coordination with the Structural Engineer for any wall footings if required.

ATTACHMENT A to Agreement between the City of Denton, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

Not included in this item:

- Wall design for walls over 36" in total height, or with surcharges.
- Vehicular pavement design and grading. Paving enhancement design for vehicular areas, if any, will be provided to the civil engineer in the design development phase for incorporation into the vehicular paving plans.
- Fountain, pond or specialty water feature design. If one of these should be requested, it can be provided as an additional service.
- Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls. This can be provided as an additional service if needed.
- LEED pursuit.
- Green roofs or terraces over structure.

E. Landscape Architecture Bid Phase Services

1. During the Bid Phase, Pacheco Koch will be available to provide coordination as required with prospective bidders.

F. Landscape Construction Administration

1. Pacheco Koch will provide limited Construction Administration services related to the work shown on the Landscape Plans.

A representative will process shop drawings and product submittals, respond to RFIs, and issue supplemental instructions if required related to the work shown on the Landscape Architecture, Planting and/or Irrigation Plans provided by Pacheco Koch. Submittals not required by the contract documents or not related to plans developed by the landscape architect will not be reviewed.

At the Client's request, a representative will attend up to two (2) Owner/Architect/Contractor (OAC) project coordination meetings during construction.

At the request of the Owner, Pacheco Koch will visit the site at critical junctures during the course of site construction up to three (3) times. Recommended times for site visits could include:

- Paving mockups and site formwork/reinforcing.
- Testing of the irrigation main line and landscape drainage structures.
- Upon completion of soil preparation and finish grade, after plant material has been laid out, but prior to actual planting.
- Substantial Completion Walk-Through
- Final Completion Walk-Through.

ATTACHMENT A to Agreement between the City of Denton, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

(Continued from previous page)

This shall not be construed as performing continuous construction inspection. Please note the following:

- Pacheco Koch shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Pacheco Koch have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Pacheco Koch neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- Pacheco Koch shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Pacheco Koch shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Pacheco Koch's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Pacheco Koch has been informed in writing.

SPECIAL SERVICES:

G. Hydrologic Analysis

1. Pacheco Koch will prepare a hydrologic analysis for the watershed containing the above referenced tract. We will perform this analysis for existing watershed conditions as required by the FEMA and fully developed watershed conditions as required by the City. The analysis will determine the 5-, 25- and 100-year peak discharges in our hydraulic analysis. The hydrologic model will also be used to determine detention requirements for post-project conditions.

Included in this item:

- Drainage Area Maps;
- Land Use Exhibit and Curve Number Calculations;
- Time of Concentration Calculations;
- Hydrologic parameter summary; and
- Detention analysis.

Not included in this item:

- Construction Documents.

ATTACHMENT A to Agreement
between the City of Denton, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

Services not included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain studies and permitting*
- *Boundary and topographic surveying*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Traffic and parking studies*
- *Design of screening walls, light pole bases, transformer or generator pads.*
- *Design of any underfloor drainage systems or grading.*
- *Design of french drain systems around the building perimeters.*
- *Site Lighting Plan*
- *Signage Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*

END OF ATTACHMENT 'A'

ATTACHMENT B to Agreement between the City of Denton, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

ATTACHMENT 'B' – COMPENSATION AND METHOD OF PAYMENT

DENTON BOWLING GREEN PARK IMPROVEMENTS

COMPENSATION:

For all professional services included in ATTACHMENT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$62,800.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in ATTACHMENT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

| | |
|--|--------------------|
| A. Public Involvement/Visioning Services | \$ 4,600.00 |
| B. Tree Protection and Mitigation Plan | \$ 5,000.00 |
| C. TAS/TDLR Coordination | \$ 2,500.00 |
| D. Full Landscape Architecture Plan Services | \$42,000.00 |
| E. Landscape Architecture Bid Phase Services | \$ 3,000.00 |
| F. Landscape Construction Administration | \$ 5,700.00 |
| G. Hydrologic Analysis | If Required |
| TOTAL | \$62,800.00 |

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF ATTACHMENT 'B'

ATTACHMENT C to Agreement between the City of Denton, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

ATTACHMENT 'C' – SCHEDULE

DENTON BOWLING GREEN PARK IMPROVEMENTS

| Activity | Estimated Duration (weeks) | Estimated Completion After N.T.P. |
|------------------------------------|-----------------------------------|--|
| Notice-To-Proceed | | - |
| Data Collection, Public Meeting | 4 | 4 Weeks |
| Conceptual Design Submittal (30%) | 4 | 8 Weeks |
| Preliminary Design Submittal (60%) | 4 | 16 Weeks |
| Preliminary Owner Review Complete | 2 | 18 Weeks |
| Final Design Submittal (95%) | 4 | 22 Weeks |
| Final Owner Review Complete | 2 | 24 Weeks |
| Final Plans Complete (100%) | 4 | 28 Weeks |
| Receive Bids | 4 | 32 Weeks |
| Contract Award | 4 | 36 Weeks |
| Begin Construction | 2 | 38 Weeks |
| Complete Construction | 52 | 90 Weeks |
| Record Drawings | 2 | 92 Weeks |

The CONSULTANT is not responsible for delays beyond its control.

END OF ATTACHMENT 'C'

Denton Bowling Green Park



Northridge

Magnolia

Mimosa

Headlee

Vanderbilt Ct

Meadow Ridge Dr

Hinkle Dr

Auburn Dr

Bowling Green St

Haggard Ln

Google Earth

© 2020 Google

1000 ft



Trail

Parkside Dr

N Lake Trail

Georgetown Dr

Belhaven St

Fordham Ln

Malone St

Greenbriar St

National Flood Hazard Layer FIRMette



97°9'15"W 33°14'27"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

| | | |
|----------------------------|--|---|
| SPECIAL FLOOD HAZARD AREAS | | Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i> |
| | | With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i> |
| | | Regulatory Floodway |

| | | |
|-----------------------------|--|--|
| OTHER AREAS OF FLOOD HAZARD | | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i> |
| | | Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i> |
| | | Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i> |
| | | Area with Flood Risk due to Levee <i>Zone D</i> |

| | | |
|-------------|--|--|
| OTHER AREAS | | NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i> |
| | | Effective LOMRs |
| | | Area of Undetermined Flood Hazard <i>Zone D</i> |

| | | |
|--------------------|--|----------------------------------|
| GENERAL STRUCTURES | | Channel, Culvert, or Storm Sewer |
| | | Levee, Dike, or Floodwall |

| | | |
|----------------|--|---|
| OTHER FEATURES | | 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation |
| | | 17.5 Coastal Transect |
| | | Base Flood Elevation Line (BFE) |
| | | Limit of Study |
| | | Jurisdiction Boundary |
| | | Coastal Transect Baseline |
| | | Profile Baseline |
| | | Hydrographic Feature |

| | | |
|------------|--|--|
| MAP PANELS | | Digital Data Available |
| | | No Digital Data Available |
| | | Unmapped |
| | | The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location. |

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **8/25/2020 at 12:49 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

USGS The National Map: Orthoimagery. Data refreshed April 2020

ATTACHMENT F

PRELIMINARY ESTIMATE OF PROJECTED MAN HOUR/COSTS
Landscape Plans - Trail and Raised Garden and Associated Services

City of Denton Parks Department
 October 5, 2020

1. BASIC SERVICES - Denton Bowling Green Park

24 TOTAL SHEETS - 24x36

| A. Conceptual Design 10% | Principal Rate \$225.00 | | Project Manager-LA/Eng Rate \$150.00 | | Junior LA/Eng Rate \$90.00 | | CADD Tech. Rate \$75.00 | | Research Asst. Rate \$50.00 | | TOTAL | |
|---|----------------------------|------------------|---|--------------------|-------------------------------|---------------------|----------------------------|-------------|--------------------------------|-------------|--------------|---------------------|
| | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost |
| Project Kick-off Meeting with City of Denton | 1.0 | \$ 225.00 | 1.0 | \$ 150.00 | 1.0 | \$ 90.00 | | \$ - | | \$ - | 3.0 | \$ 465.00 |
| Prepare site pland, visit site and review utilities | | \$ - | | \$ - | 8.0 | \$ 720.00 | | \$ - | | \$ - | 8.0 | \$ 720.00 |
| Prepare 2 conceptual plans for City Review and Final Selection (renderings) | | \$ - | 12.0 | \$ 1,800.00 | 24.0 | \$ 2,160.00 | | \$ - | | \$ - | 36.0 | \$ 3,960.00 |
| Prepare presentation materials and coordination for Community Engagement | | \$ - | 8.0 | \$ 1,200.00 | 20.0 | \$ 1,800.00 | | \$ - | | \$ - | 28.0 | \$ 3,000.00 |
| Community Engagement Meeting and coordination | 2.0 | \$ 450.00 | 8.0 | \$ 1,200.00 | 0.0 | \$ - | | \$ - | | \$ - | 10.0 | \$ 1,650.00 |
| Subtotal | 3.0 | \$ 675.00 | 29.0 | \$ 4,350.00 | 53.0 | \$ 4,770.00 | 0.0 | \$ - | 0.0 | \$ - | 85.0 | \$ 9,795.00 |
| | | | | | | | | | | | | |
| B. Schematic Design 30% | Principal Rate \$225.00 | | Project Manager-LA/Eng Rate \$150.00 | | Junior LA/Eng Rate \$90.00 | | CADD Tech. Rate \$75.00 | | Research Asst. Rate \$50.00 | | TOTAL | |
| | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost |
| Prepare Cover Sheet, Index of Drawings, General Notes | | \$ - | | \$ - | 12.0 | \$ 1,080.00 | | \$ - | | \$ - | 12.0 | \$ 1,080.00 |
| Prepare Planting Plans | | \$ - | 4.0 | \$ 600.00 | 16.0 | \$ 1,440.00 | | \$ - | | \$ - | 20.0 | \$ 2,040.00 |
| Prepare Trail Layout and Hardscape Plans | | \$ - | 4.0 | \$ 600.00 | 16.0 | \$ 1,440.00 | | \$ - | | \$ - | 20.0 | \$ 2,040.00 |
| QA/QC & address comments | 1.0 | \$ 225.00 | 1.0 | \$ 150.00 | 2.0 | \$ 180.00 | | \$ - | | \$ - | 4.0 | \$ 555.00 |
| Submit 1 electronic pdf plan set for review | | \$ - | 1.0 | \$ 150.00 | 2.0 | \$ 180.00 | | \$ - | | \$ - | 3.0 | \$ 330.00 |
| Subtotal | 1.0 | \$ 225.00 | 10.0 | \$ 1,500.00 | 48.0 | \$ 4,320.00 | 0.0 | \$ - | 0.0 | \$ - | 59.0 | \$ 6,045.00 |
| | | | | | | | | | | | | |
| C. Preliminary Design 60% | Principal Rate \$225.00 | | Project Manager-LA/Eng Rate \$150.00 | | Junior LA/Eng Rate \$90.00 | | CADD Tech. Rate \$75.00 | | Admin. Asst. Rate \$70.00 | | TOTAL | |
| | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost |
| Respond to 30% City Review comments | | \$ - | 2.0 | \$ 300.00 | 0.0 | \$ - | | \$ - | | \$ - | 2.0 | \$ 300.00 |
| Update 30% Planting and Layout/Hardscape Plans per City Comments | | \$ - | 16.0 | \$ 2,400.00 | 32.0 | \$ 2,880.00 | | \$ - | | \$ - | 48.0 | \$ 5,280.00 |
| Site Visit to Update Tree Growth to Tree Survey | | \$ - | | \$ - | 8.0 | \$ 720.00 | | \$ - | | \$ - | 8.0 | \$ 720.00 |
| Prepare Tree Protection Mitigation Plan per City Requirements | | \$ - | 2.0 | \$ 300.00 | 6.0 | \$ 540.00 | | \$ - | | \$ - | 8.0 | \$ 840.00 |
| Prepare Area Drainage Plan and Drainage Details | | \$ - | 4.0 | \$ 600.00 | 8.0 | \$ 720.00 | | \$ - | | \$ - | 12.0 | \$ 1,320.00 |
| Prepare Erosion Control and SWPPP Plans and Details | | \$ - | 4.0 | \$ 600.00 | 12.0 | \$ 1,080.00 | | \$ - | | \$ - | 16.0 | \$ 1,680.00 |
| Prepare Grading Plans | | \$ - | 16.0 | \$ 2,400.00 | 24.0 | \$ 2,160.00 | | \$ - | | \$ - | 40.0 | \$ 4,560.00 |
| Prepare Irrigation Plans | | \$ - | 2.0 | \$ 300.00 | 16.0 | \$ 1,440.00 | | \$ - | | \$ - | 18.0 | \$ 1,740.00 |
| Prepare details and include/modify standard details | | \$ - | 2.0 | \$ 300.00 | 16.0 | \$ 1,440.00 | | \$ - | | \$ - | 18.0 | \$ 1,740.00 |
| Include City of Denton Standard General Notes for Construction | | \$ - | | \$ - | 4.0 | \$ 360.00 | | \$ - | | \$ - | 4.0 | \$ 360.00 |
| Prepare construction cost estimate with quantities | 1.0 | \$ 225.00 | 4.0 | \$ 600.00 | | \$ - | | \$ - | | \$ - | 5.0 | \$ 825.00 |
| QA/QC and address comments | 1.0 | \$ 225.00 | 2.0 | \$ 300.00 | 4.0 | \$ 360.00 | | \$ - | | \$ - | 7.0 | \$ 885.00 |
| Submit 1 electronic pdf plan set for review | | \$ - | 1.0 | \$ 150.00 | 2.0 | \$ 180.00 | | \$ - | | \$ - | 3.0 | \$ 330.00 |
| Subtotal | 2.0 | \$ 450.00 | 55.0 | \$ 8,250.00 | 132.0 | \$ 11,880.00 | 0.0 | \$ - | 0.0 | \$ - | 189.0 | \$ 20,580.00 |

PRELIMINARY ESTIMATE OF PROJECTED MAN HOUR/COSTS
Landscape Plans - Trail and Raised Garden and Associated Services

City of Denton Parks Department
 October 5, 2020

| D. Pre-Final Design 90% | Principal Rate \$225.00 | | Project Manager-LA/Eng Rate \$150.00 | | Junior LA/Eng Rate \$90.00 | | CADD Tech. Rate \$75.00 | | Admin. Asst. Rate \$70.00 | | TOTAL | |
|--|----------------------------|-----------|---|-------------|-------------------------------|-------------|----------------------------|------|------------------------------|-----------|-------|--------------|
| | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost |
| Respond to Preliminary Design comments | | \$ - | 2.0 | \$ 300.00 | | \$ - | | \$ - | | \$ - | 2.0 | \$ 300.00 |
| Update plans per 60% City Comments, Advance the Design | | \$ - | 24.0 | \$ 3,600.00 | 48.0 | \$ 4,320.00 | | \$ - | | \$ - | 72.0 | \$ 7,920.00 |
| Prepare special specifications if necessary | | \$ - | 4.0 | \$ 600.00 | | \$ - | | \$ - | 2.0 | \$ 140.00 | 6.0 | \$ 740.00 |
| Update construction cost estimate with quantities | 1.0 | \$ 225.00 | 2.0 | \$ 300.00 | | \$ - | | \$ - | | \$ - | 3.0 | \$ 525.00 |
| QA/QC and address comments | 1.0 | \$ 225.00 | 2.0 | \$ 300.00 | 4.0 | \$ 360.00 | | \$ - | | \$ - | 7.0 | \$ 885.00 |
| Submit 1 electronic pdf plan set for review | | \$ - | 2.0 | \$ 300.00 | 2.0 | \$ 180.00 | | \$ - | | \$ - | 4.0 | \$ 480.00 |
| Subtotal | 2.0 | \$ 450.00 | 36.0 | \$ 5,400.00 | 54.0 | \$ 4,860.00 | 0.0 | \$ - | 2.0 | \$ 140.00 | 94.0 | \$ 10,850.00 |

| E. Final Design 100% | Principal Rate \$225.00 | | Project Manager-LA/Eng Rate \$150.00 | | Junior LA/Eng Rate \$90.00 | | CADD Tech. Rate \$75.00 | | Admin. Asst. Rate \$70.00 | | TOTAL | |
|-------------------------------------|----------------------------|-----------|---|-------------|-------------------------------|-------------|----------------------------|------|------------------------------|------|-------|-------------|
| | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost |
| Update plans per 90% City Comments | | \$ - | 12.0 | \$ 1,800.00 | 24.0 | \$ 2,160.00 | | \$ - | | \$ - | 36.0 | \$ 3,960.00 |
| Prepare final project cost estimate | 1.0 | \$ 225.00 | 2.0 | \$ 300.00 | 2.0 | \$ 180.00 | | \$ - | | \$ - | 5.0 | \$ 705.00 |
| QA/QC and address comments | 1.0 | \$ 225.00 | 2.0 | \$ 300.00 | 8.0 | \$ 720.00 | | \$ - | | \$ - | 11.0 | \$ 1,245.00 |
| Submit for final plan set | | \$ - | 2.0 | \$ 300.00 | 4.0 | \$ 360.00 | | \$ - | | \$ - | 6.0 | \$ 660.00 |
| Subtotal | 2.0 | \$ 450.00 | 18.0 | \$ 2,700.00 | 38.0 | \$ 3,420.00 | 0.0 | \$ - | 0.0 | \$ - | 58.0 | \$ 6,570.00 |

| F. Bid Phase Services | Principal Rate \$225.00 | | Project Manager-LA/Eng Rate \$150.00 | | Junior LA/Eng Rate \$90.00 | | CADD Tech. Rate \$75.00 | | Admin. Asst. Rate \$70.00 | | TOTAL | |
|---|----------------------------|------|---|-------------|-------------------------------|------|----------------------------|------|------------------------------|-----------|-------|-------------|
| | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost |
| Prepare bidding documents | | \$ - | 4.0 | \$ 600.00 | | \$ - | | \$ - | | \$ - | 4.0 | \$ 600.00 |
| Attend Pre-Bid Meeting | | \$ - | 4.0 | \$ 600.00 | | \$ - | | \$ - | | \$ - | 4.0 | \$ 600.00 |
| Respond to questions during bidding/RFI's | | \$ - | 8.0 | \$ 1,200.00 | | \$ - | | \$ - | | \$ - | 8.0 | \$ 1,200.00 |
| Prepare Bid Tabulation | | \$ - | 1.0 | \$ 150.00 | | \$ - | | \$ - | 4.0 | \$ 280.00 | 5.0 | \$ 430.00 |
| Subtotal | 0.0 | 0.0 | 17.0 | 2550.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4.0 | \$ 280.00 | 21.0 | \$ 2,830.00 |

SUBTOTAL (BASIC SERVICES) \$ 56,670.00

PRELIMINARY ESTIMATE OF PROJECTED MAN HOUR/COSTS
Landscape Plans - Trail and Raised Garden and Associated Services

City of Denton Parks Department
 October 5, 2020

| H. CONSTRUCTION ADMINISTRATION | Principal Rate \$225.00 | | Project Manager-LA/Eng Rate \$150.00 | | Junior LA/Eng Rate \$90.00 | | CADD Tech. Rate \$75.00 | | Admin. Asst. Rate \$70.00 | | TOTAL | |
|---|----------------------------|------|---|-------------|-------------------------------|------|----------------------------|------|------------------------------|-----------|-------|-------------|
| | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost |
| Attend Pre-Construction | | \$ - | 2.00 | \$ 300.00 | | \$ - | | \$ - | | \$ - | 2.0 | \$ 300.00 |
| Respond to RFI's | | \$ - | 6.00 | \$ 900.00 | | \$ - | | \$ - | | \$ - | 6.0 | \$ 900.00 |
| Review shop drawings, product data, mix design, etc. | | \$ - | 8.00 | \$ 1,200.00 | | \$ - | | \$ - | | \$ - | 8.0 | \$ 1,200.00 |
| Three Site Visits During Construction with Contractor Meetings and Create Field Reports | | \$ - | 12.00 | \$ 1,800.00 | | \$ - | | \$ - | | \$ - | 12.0 | \$ 1,800.00 |
| Attend Substantial Complete Walk-Thru & Prepare punch list | | \$ - | 4.00 | \$ 600.00 | | \$ - | | \$ - | 2.0 | \$ 140.00 | 6.0 | \$ 740.00 |
| Attend Final Completion Walk-Thru | | \$ - | 4.00 | \$ 600.00 | | \$ - | | \$ - | 2.0 | \$ 140.00 | 6.0 | \$ 740.00 |
| Subtotal | 0.0 | \$ - | 36.0 | \$ 5,400.00 | 0.0 | \$ - | 0.0 | \$ - | 4.0 | \$ 280.00 | 40.0 | \$ 5,680.00 |

| I. Hydraulics and Hydrology if required | Principal Rate \$225.00 | | Project Manager-LA/Eng Rate \$150.00 | | Junior LA/Eng Rate \$90.00 | | CADD Tech. Rate \$75.00 | | Admin. Asst. Rate \$70.00 | | TOTAL | |
|---|----------------------------|------|---|------|-------------------------------|------|----------------------------|------|------------------------------|------|-------|------|
| | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost |
| | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | - | \$ - |
| | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | - | \$ - |
| | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | 0.0 | \$ - |
| | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | 0.0 | \$ - |
| | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | 0.0 | \$ - |
| | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | 0.0 | \$ - |
| Subtotal | 0.0 | \$ - | 0.0 | \$ - | 0.0 | \$ - | 0.0 | \$ - | 0.0 | \$ - | 0.0 | \$ - |

SUBTOTAL (BASIC SERVICE) \$ 56,670.00

SUBTOTAL (SPECIAL SERVICE - Const Admin) \$ 5,680.00

TOTAL COST \$ 62,350.00

Exhibit C

CITY OF DENTON INSURANCE REQUIREMENTS FOR CONTRACTORS

Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. Upon bid award, all insurance requirements shall become contractual obligations, which the successful bidder shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

*As soon as practicable after notification of bid award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance, containing the bid number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to bid opening, since the insurance requirements may not be modified or waived after bid opening unless a written exception has been submitted with the bid. **Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.***

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- VII or better**.
- Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as additional insured the City of Denton, its Officials, Agents, Employees and volunteers.

- That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled before the expiration date.***
- Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.

- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000.00** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

[X] Workers' Compensation Insurance

Contractor shall purchase and maintain Worker's Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Worker's Compensation Commission (TWCC).

[] Owner's and Contractor's Protective Liability Insurance

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company

that carries the Contractor's liability insurance. Policy limits will be at least combined bodily injury and property damage per occurrence with a _____ aggregate.

Professional Liability Insurance

Professional liability insurance with limits not less than \$1,000,000 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

Builders' Risk Insurance

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

Commercial Crime

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than _____ each occurrence are required.

Additional Insurance

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT 1

[] **Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- 2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) obtain from each other person with whom it contracts, and provide to the contractor:
 - a) certificate of coverage, prior to the other person beginning work on the project; and
 - b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

- 7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE -

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

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

Pacheco Koch Consulting Engineers, Inc. for City of Denton

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

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

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

N/A

Name of Officer

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

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

Yes

No

N/A

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

Yes

No

N/A

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


Yes

No

N/A

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

4 **I have no Conflict of Interest to disclose.**

5 
Signature of vendor doing business with the governmental entity

August 3, 2020

Date

Mark A. Pacheco, PE, RPLS - President

Certificate Of Completion

| | |
|--|-------------------------------|
| Envelope Id: 6FE77C52A08A4709A6088E9E7E12161E | Status: Completed |
| Subject: Please DocuSign: City Council Contract 7417 Bowling Green Park Design | |
| Source Envelope: | |
| Document Pages: 35 | Signatures: 5 |
| Certificate Pages: 6 | Initials: 1 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Erica Garcia |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 901B Texas Street |
| | Denton, TX 76209 |
| | erica.garcia@cityofdenton.com |
| | IP Address: 198.49.140.104 |


Record Tracking

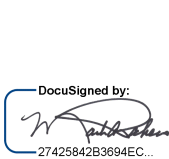
| | | |
|----------------------|-------------------------------|--------------------|
| Status: Original | Holder: Erica Garcia | Location: DocuSign |
| 11/2/2020 3:15:01 PM | erica.garcia@cityofdenton.com | |

Signer Events


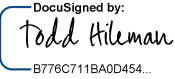

| Signer Events | Signature | Timestamp |
|--|--|--|
| Erica Garcia erica.garcia@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | Completed Using IP Address: 198.49.140.104 | Sent: 11/2/2020 3:23:44 PM Viewed: 11/2/2020 3:23:58 PM Signed: 11/2/2020 3:25:10 PM |

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| Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign |  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104 | Sent: 11/2/2020 3:25:12 PM Viewed: 11/2/2020 5:24:14 PM Signed: 11/2/2020 5:26:13 PM |
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| Mack Reinwand mack.reinwand@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign |  Signature Adoption: Pre-selected Style Using IP Address: 50.27.157.167 | Sent: 11/2/2020 5:26:17 PM Viewed: 11/10/2020 7:36:09 AM Signed: 11/10/2020 7:37:26 AM |
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| mark pacheco mpacheco@pkce.com President Pacheco Koch Consulting Engineers Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign |  Signature Adoption: Uploaded Signature Image Using IP Address: 107.77.196.174 Signed using mobile | Sent: 11/10/2020 7:37:30 AM Viewed: 11/10/2020 7:38:06 AM Signed: 11/10/2020 12:39:56 PM |
|---|--|--|

Electronic Record and Signature Disclosure:
Accepted: 11/10/2020 7:38:06 AM
ID: 20eb28a7-bc83-4736-ac4c-9eff77d20378

| Signer Events | Signature | Timestamp |
|---|--|--|
| <p>Gary Packan Gary.Packan@cityofdenton.com Director of Parks and Recreation Parks and Recreation Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/10/2020 12:53:03 PM ID: 1b519bbf-22b8-48d8-82e1-12bc22245076</p> | <p>DocuSigned by:  AC6AE9F7A4264A9...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p> | <p>Sent: 11/10/2020 12:40:01 PM Viewed: 11/10/2020 12:53:03 PM Signed: 11/10/2020 2:28:31 PM</p> |
| <p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator 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: 198.49.140.104</p> | <p>Sent: 11/10/2020 2:28:35 PM Viewed: 12/2/2020 9:23:04 AM Signed: 12/2/2020 9:23:22 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: 47.184.93.41</p> | <p>Sent: 12/2/2020 9:23:27 AM Viewed: 12/2/2020 9:29:15 AM Signed: 12/2/2020 9:29:23 AM</p> |
| <p>Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/3/2020 10:30:49 AM ID: 61d4ee94-8af3-4aba-a1f3-db935caa7117</p> | <p>DocuSigned by:  1C5CA8C5E175493...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104</p> | <p>Sent: 12/2/2020 9:29:27 AM Viewed: 12/3/2020 10:30:49 AM Signed: 12/3/2020 10:31:55 AM</p> |

| In Person Signer Events | Signature | Timestamp |
|---|----------------------|-----------------------------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| <p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p> | <p>COPIED</p> | <p>Sent: 11/2/2020 3:25:12 PM</p> |

| Carbon Copy Events | Status | Timestamp |
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| Not Offered via DocuSign | | |
| <p>Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div> | Sent: 11/10/2020 2:28:35 PM |
| <p>Zolina Parker zolina.parker@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div> | Sent: 12/3/2020 10:31:58 AM |
| <p>Drew Huffman Drew.Huffman@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/13/2018 2:52:26 PM ID: 0fcc9a04-4fe5-41d0-935e-32877832cf92</p> | <div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div> | Sent: 12/3/2020 10:31:59 AM |
| <p>Wade Peterson wpeterson@pkce.com Principal Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div> | Sent: 12/3/2020 10:32:00 AM |
| <p>Krysta Rodriguez krodriguez@pkce.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div> | Sent: 12/3/2020 10:32:01 AM |

| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
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| Envelope Summary Events | Status | Timestamps |
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| | | |
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| Certified Delivered | Security Checked | 12/3/2020 10:30:49 AM |
| Signing Complete | Security Checked | 12/3/2020 10:31:55 AM |
| Completed | Security Checked | 12/3/2020 10:32:01 AM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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.

All notices and disclosures will be sent to you electronically

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

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.

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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