

## DocuSign City Council Transmittal Coversheet

|                          |                                    |
|--------------------------|------------------------------------|
| RFQ                      | 6610                               |
| File Name                | Transportation Consulting Services |
| Purchasing Contact       | Rebecca Hunter                     |
| City Council Target Date | 3/6/18                             |
| Contract Value           | 630,000.00                         |
| Piggy Back Option        | Yes                                |
| Contract Expiration      | 2/28/2023                          |
| Ordinance                | 18-163                             |

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTING SERVICES  
FILE 6610**

STATE OF TEXAS           §

COUNTY OF DENTON       §

THIS AGREEMENT (the "Agreement") is made and entered into on 3/6/2018, 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 Innovative Transportation Solutions, Inc., with its corporate office at 2701 Valley View Lane, Farmers Branch, TX 75243, 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, professional transportation policy and program services that are necessary, as described in Exhibit A, which is attached hereto 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 6610 – Transportation Consulting Services, which is attached hereto 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. 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 monthly 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. 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** **DURATION OF AGREEMENT**

This Agreement shall become effective upon execution of this Agreement by the CITY and the CONSULTANT and upon the issuance of a notice to proceed by the CITY. The initial contract period is for two (2) years beginning March 1, 2018 (or date of award) through February 28, 2020. At the expiration of the initial contract period, this contract may be renewed annually by both parties for an additional three (3) one year periods. The renewal shall be automatic, unless terms are revised by either party. In the event of revision, the renewal shall be in written format. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. The CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule established by the CITY, acting through its City Manager or his designee.

**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 a monthly 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 \$126,000.00 (the "Annual Fee") per year.

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. The City of Denton shall agree to pay the Consultant \$10,500.00 per month towards the City's annual fee obligations, in accordance with the above provisions.

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 included in monthly 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 Agreement 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 the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.
- C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. The CONSULTANT shall furnish insurance certificates or insurance policies at the OWNER's request to evidence such coverages. The General Liability and Auto Liability insurance policies shall name the OWNER as an additional insured. CONSULTANT shall endeavor to provide OWNER with any cancellation or modification to its insurance policies.

**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:

Innovative Transportation Solutions, Inc.  
John Polster  
2701 Valley View Lane  
Farmers Branch, TX 75234

To OWNER:

City of Denton  
Purchasing Manager –File 6610  
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 6610 – Transportation Consulting Services
- Exhibit B – Consultant’s Scope of Services
- Exhibit C – Consultant’s Compensation

B. 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.

- C. 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.
- D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be John Polster. However, nothing herein shall limit CONSULTANT from using other equally qualified and competent members of its firm to perform the services required herein.
- E. 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.
- F. 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.
- G. 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.
- H. 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** **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 an original notarized 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](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 signature page.
5. Sign and notarize the Form 1295
6. Email the notarized form to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

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

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 3/7/2018.

CITY OF DENTON, TEXAS

DocuSigned by:  
*Todd Hileman*  
B776C711BA6D454...

TODD HILEMAN, CITY MANAGER

JENNIFER WALTERS, CITY SECRETARY

BY: \_\_\_\_\_  
DocuSigned by:  
*Jennifer Walters*  
C5BFAFC1821946D...

APPROVED AS TO LEGAL FORM:  
AARON LEAL, CITY ATTORNEY

BY: \_\_\_\_\_  
DocuSigned by:  
*Larry Collister*  
38A6D90FD93B4AB...

INNOVATIVE TRANSPORTATION  
SOLUTIONS, INC  
A TEXAS CORPORATION  
"CONSULTANT"

DocuSigned by:  
*John Polster*  
72DD513CDF6465...

BY: JOHN POLSTER  
AUTHORIZED AGENT

2018-303102

\_\_\_\_\_  
TEXAS ETHICS COMMISSION  
CERTIFICATE NUMBER

# 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.



## | STATEMENT OF QUALIFICATIONS | firm's interest, abilities, and qualifications

Innovative Transportation Solutions, Inc. (ITS) is a full-service, transportation consultancy firm specializing in assisting clients with day-to-day, as well as long-term, complex transportation issues. Highly qualified engineering and public policy/regulatory personnel allow the ITS team to address every aspect of roadway development from conception to construction management.

Services offered by ITS include public policy; funding options; environmental clearance assistance; identifying feasible alternatives; and governmental interaction on local, state, and federal levels related to legislative and regulatory issues impacting transportation. ITS has capabilities spanning multiple modes of transportation from highway to pedestrian/bicycle travel. ITS elevates the client's transportation solutions by innovatively responding to mobility needs in the areas of public policy, planning, administration logistics, network analysis, and environmental concerns.

The philosophy of ITS is to provide a clear understanding of the objectives and a sustained focus on the client's goals, by identifying and implementing innovative solutions at all levels of project development.

ITS is equipped and experienced in providing programming assistance, public involvement, development of partnerships, modification of legislation and regulatory rules, and forging new trails through the concept of "innovative financing." Our scope of services is limited only by our clients' needs.

ITS's interest and commitment to providing Transportation Consulting Services to the City of Denton is best demonstrated by the strong and steadfast service it has provided to the City for the past fifteen years as its transportation consultant.

ITS has a vested interest in and a strong commitment to serving this City, in part, by the execution of the duties and tasks outlined in and assigned to this contract. Our interest is only exceeded by our commitment to do this job – a commitment to not just doing the job right, but better.

As the City of Denton's transportation consultant, ITS has a proven track record of success and results. If we are selected, we will dedicate the same effort to continuing in this role and will approach any new challenges or issues with quality, responsive, service-oriented skill.

ITS possesses unique, in-depth knowledge of the city's transportation needs and history. This knowledge can be applied seamlessly and efficiently to carry out the City's plans. With a diminished learning curve and no transition period, ITS is ready to continue to further the City's transportation goals.

Traditionally, the City's roadway projects involve complex issues and the need to coordinate the efforts of many stakeholders over a long period of time. There are numerous variables involved in the programming and funding of these projects. In many cases, it is not possible to predict, with certainty, at the onset, all strategies that will be required to complete a project successfully.

ITS knows that transportation is an ever-changing proposition, both programmatically and financially. Many of the current and anticipated roadway projects critical to the City of Denton's mobility are long-term projects, and the role of ITS will be to creatively expedite all phases of each project and to anticipate and resolve issues that may negatively impact a project before these issues arise.

Because of the current financial, political, and social climate, transportation planning and programming is a dynamic endeavor. The success ITS has had in advancing projects lies in our ability to foresee and anticipate varying scenarios and take the necessary steps to position a project and the City in such a manner that it will benefit from changes, not be thwarted by them.

ITS has earned a reputation for meeting client schedules without sacrificing any element of service. ITS is committed to quality service and client satisfaction, and our high percentage of repeat clients demonstrates strong client relationships. ITS understands the need to complete client's assignments according to their schedules and goals, and ITS will continue to commit the staff and resources to this contract in order to accomplish the required services.

ITS has a long and proven record of not only being able to comply with an accelerated schedule, but also being able to take the lead in developing that accelerated schedule and implementing it. ITS personnel have the experience and the relationships with key regional people that allow it to strategically position the client's projects to maximum advantage.

ITS is committed to helping the City of Denton realize its transportation goals. ITS understands that the success of this contract depends on our ability to function as an extension of the City's staff.

Our depth of local resources gives us the ability to provide unparalleled responsiveness to the City. Our experience working with the City of Denton and with other cities on complex projects will allow us to provide efficient, seamless service. ITS has long-standing relationships with the City staff and a detailed knowledge of policies and procedures.

No other firm can offer the experience needed to provide immediate execution of the City's current transportation program. John Polster, Executive Policy Manager for ITS, possesses an intimate understanding of the intricacies involved with this contract. He has a strong relationship of more than fifteen years with the City and is prepared to work with the staff to address new and current issues. Mr. Polster and the ITS staff are dedicated to an adaptable and flexible approach to our service.

ITS has worked with a wide variety of clients on transportation projects across the NCTCOG metropolitan planning region. This history and experience provides a very strong base of relationships that the City can utilize during this contract.

ITS will be an effective and consistent advocate for the City with other municipalities because we have worked with them on past assignments. We are committed to devoted and dedicated service to the City of Denton throughout the duration of this contract.

ITS understands that the goal of the services outlined in this RFQ must result in the timely development and construction of roadway projects critical to the economic viability of the City of Denton and the quality of life of its residents. Transportation dollars are scarce, and the competition for them is intense. ITS understands that these hard-won dollars must be carefully managed and allocated to projects that add the greatest value to the transportation system. The City of Denton's local transportation dollars must continue to be invested wisely to ensure a multifold return. ITS has a proven record of directing its clients' resources for maximum effect. ITS understands that the ultimate goal is to put new capacity on the ground as quickly as possible. To accomplish this goal, we must find the shortest path through the maze of activities and approvals associated with planning, funding, and designing projects. ITS has a verifiable track record of accomplishing this with our clients. ITS's clients benefit from the credibility ITS has developed with all our transportation partners, at a level that can be gained only by demonstrated performance over time. Providing these services is our core business, not a sideline.

ITS knows the needs and expectations of the City of Denton and the City's partners, and we have the dedication and knowledge to represent the City's interests immediately.

ITS has a proven track record of positioning our clients strategically to maximize the leveragability of their limited tax dollars. Most program managers are very good at spending tax dollars. In contrast, ITS specializes in

forging and maintaining partnerships to leverage tax dollars for the construction of projects that are critical to mobility. ITS expedites the completion of those projects, so that our clients can benefit from the improved facilities years earlier than would otherwise be possible.

In its simplest form, ITS identifies common goals and partners to provide resources (i.e. regulatory understanding, funding procurement, professional services, local government support, utility and right-of-way coordination, overall program oversight, etc.) at strategic times during project development to achieve our clients' goals.

Transportation funding over the years has increased during certain periods and decreased in others. However, the funding that is available to the state must be budgeted and expended in a timely manner, or the funding is moved to another project. Regulatory obligations of each project may take multiple years and multiple budget cycles to complete. This makes it very difficult to predict when a project will be ready to construct and also when to budget the availability of construction dollars. By using all of the tools and techniques outlined in ITS's statement of qualifications, our firm is able to guide its clients' projects through the regulatory maze. Other entities that rely on the state to develop their projects cannot control project schedules. TxDOT must expend a certain amount of transportation funding by month, year, and budget cycle. By ensuring that our clients' projects are ready to be let for construction, ITS can take advantage of funding that becomes available when projects elsewhere do not meet their schedules.

Work done by ITS to date has positioned many City projects to receive funding through various sources, such as the Regional Toll Revenue Initiative, Proposition 12, Proposition 14, Proposition 7, and Proposition 1 categories. All of the projects that received funding from these sources began their advanced planning phases prior to knowing from where the construction funding would come.

The City of Denton needs the commitment from an experienced professional to accelerate the development and ultimate construction of the projects critical to the City's mobility. There are many things that occur during the life of a project that impact its schedule and feasibility. ITS's ability to develop the project through its various stages sets our approach apart from others. ITS expedites projects and avoids delays due to unforeseen circumstances. Our in-depth knowledge of each phase allows ITS to develop some phases concurrently. The result is a shorter advanced planning and design schedule which gets the project to construction sooner. It will be the rare occasion when an issue arises on a project in the City of Denton that ITS has not already seen and resolved in the past.

Ultimately, in order to accomplish the goals set forth by the City of Denton in this RFQ, ITS will need to bring to bear its almost combined 70 years of local experience to develop a critical path schedule specific to each project. The critical path entry point for each of these projects is different, depending on the current status of project development.

ITS has critical, in-depth transportation policy/implementation knowledge at all levels, including local, state, regional, and federal. The tasks as outlined in this RFQ and ITS's statement of qualifications were specifically developed by ITS for the City of Denton and represent the methodology and approach that ITS has used for the past fifteen years to put our clients' roads on the ground. It has been refined throughout the years to streamline both the time and resources needed to accomplish our clients' goals. This knowledge will be crucial to carrying out the City's program. Our strong relationship and knowledge of TxDOT policies and procedures will benefit the City since coordination with them is crucial to program success.

| STATEMENT OF QUALIFICATIONS | [office location and employees](#)

ITS is located at 2701 Valley View Lane, Farmers Branch, TX 75234. ITS's six employees are based out of this office.

| STATEMENT OF QUALIFICATIONS | [résumés of key personnel](#)

The following individuals will serve as Principals on this contract and are authorized to represent the firm on a contractual basis:

Mr. John R. Polster, President  
johnp@itsinc-tx.com

Mr. Claud P. Elsom III, P.E.  
celsom@itsinc-tx.com

## JOHN R. POLSTER

### Executive Policy Management

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John R. Polster served three and a half years as Project Manager and Constituent Liaison for U.S. Congressman Dick Arme y, Majority Leader of the U.S. House of Representatives from 1987 to 1991. In that position, Mr. Polster's responsibilities included the facilitation of transportation-related projects, including assistance in gaining federal support of a \$3.5 billion runway and facility expansion project at Dallas/Fort Worth International Airport.

Mr. Polster also worked as administrative assistant to Denton County Judge Jeff Moseley from 1991 to 1993. Mr. Polster coordinated the county's transportation infrastructure improvement program, and during this time, highway funding was completely restructured by the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA). Mr. Polster possesses a uniquely thorough knowledge of the federal/state transportation funding programs. He served on the North Central Texas Council of Government's Air Quality Advisory Council from 1987 to 1991 for Congressman Arme y and from 1991 until it was discontinued for Denton County. The Air Quality Advisory Council worked with the Texas Natural Resource Conservation Council and the Environmental Protection Agency to draft the region's air quality control measures included in the State Implementation Program (SIP). The SIP greatly impacts roadway planning and funding for the North Texas Region.

In June 1996, Mr. Polster formed Innovative Transportation Solutions, Inc. as a full-service, transportation consultancy firm specializing in assisting clients with day-to-day, as well as long-term, complex transportation issues.

Mr. Polster has served as a member of the North Central Texas Council of Government's Surface Transportation Technical Committee (STTC) since 1998. The STTC is the technical advisory committee to the Regional Transportation Council, which directs transportation planning and funding for the North Texas region. Mr. Polster also serves as a member of the Dallas Regional Mobility Coalition (DRMC).



## REPRESENTATIVE PROJECT EXPERIENCE

### **CITY OF DENTON**

Provides the City of Denton with comprehensive transportation strategic planning and program management services. Tasks include monitoring policy issues that may impact transportation funding at the regional, state, and federal levels; providing staff assistance to the City's Mobility Committee; providing staff assistance to the City's Capital Improvement Program and Oversight Committee; and providing other transportation planning, funding, and coordination work as required by the City. ITS is currently assisting the City with the transportation issues associated with major retail development and traffic control issues on City streets impacted by the IH-35E project, along with aesthetic considerations.

### **TOWN OF FLOWER MOUND**

Provides the Town of Flower Mound with comprehensive transportation strategic planning and program management services. Tasks include monitoring policy issues that may impact transportation funding at the regional, state, and federal levels; facilitating the coordination with Texas Department of Transportation regarding the execution of Local Project Advanced Funding Agreements; other transportation planning, funding, and coordinating work as required by the Town; working with both the Fort Worth and Dallas District on issues impacting Flower Mound on the SH 121 and FM 2499 projects; and assisting in transportation activities with the North Central Texas Council of Governments with items such as Transportation Improvement Program Modifications.

### **CITY OF LEWISVILLE**

Provides the City of Lewisville with comprehensive transportation strategic planning and program management services. Tasks include implementation of federal sustainable development grant for the Old Town Plaza Project, as well as providing North Central Texas Council of Governments the environmental status reports for each City RTR project; execution of Local Project Advanced Funding Agreements with the Texas Department of Transportation; negotiations with the Texas Department of Transportation on City's state maintenance agreement; development of the City's access management agreement; and interfacing with the Texas Department of Transportation on City utility relocation issues. ITS is currently assisting the City with utility relocation issues on various projects.

### **CITY OF GRAND PRAIRIE**

Provides the City of Grand Prairie with comprehensive transportation strategic planning and program management services. Tasks include managing Dallas County Regional Toll Revenue funds; assisting in coordination with the Dallas and Fort Worth offices of the Texas Department of Transportation; assisting in transportation activities with the North Central Texas Council of Governments with items such as Transportation Improvement Program Modifications; and coordinating project specifics for IH-30; IH-30 frontage roads; and IH-20 frontage roads, operations, and railroad crossings. ITS is currently assisting the City with including the Great Southwest Parkway interchange in the IH-20 project.

### **CITY OF HALTOM CITY**

Provides Haltom City with comprehensive transportation strategic planning and program management services. Tasks include facilitation and coordination related to the Texas Department of Transportation on the reconstruction of Loop 820 within the city limits of Haltom City; assistance in coordination with the Fort Worth Texas Department of Transportation; and project-specific coordination, including the Belknap Project (management through construction), North Tarrant Express, North Tarrant Express backage road (management through construction), Haltom Road interchange reconstruction, Union Pacific Railroad coordination, and coordination with "The T" for a future commuter rail stop and implementation of a Transit-Oriented Development. ITS is currently assisting with funding for the Broadway Avenue improvements.

### **CITY OF WEATHERFORD**

Provides the City of Weatherford with research into federal, state, and local funding opportunities for their Downtown Master Plan.

### **CITY OF ENNIS**

Provides the City of Ennis with research into federal, state, and local funding opportunities for the Downtown Master Plan and coordinates with UPRR on a grade separation and implementation of turnback agreement with TxDOT. ITS is coordinating with City officials to implement engineering services associated with safety improvements along the UPRR corridor.

### **CITY OF CROWLEY**

Provides the City of Crowley with research into federal, local, state, and local funding opportunities for the Downtown Master Plan, implementation of a turnback agreement with TxDOT, and coordination with the UPRR railroad issues.

### **DENTON COUNTY**

Development and Implementation of Better, Safer Roads Program

Assisted Denton County in the conception, feasibility, selection, and implementation of its second roadway bond package. The \$86 million Better, Safer Roads Program (BSRP) passed by the voters in 1999 funded the County's participation in approximately 47 proposed roadway projects.

Development and Implementation of the 2004 TRIP-04 Bond Program

Assisted Denton County in the conception, feasibility, selection, and implementation of its third road bond program. The \$186 million Transportation Roadway Improvement Program (TRIP-04) passed by the voters in 2004 funded the County's participation in numerous roadway projects.

Development and Implementation of the 2008 TRIP-08 Bond Program

Assisted Denton County in the conception, feasibility, selection, and implementation of its fourth and largest roadway bond package. The \$310 million Transportation Roadway Improvement Program (TRIP-08) passed by the voters in 2008 funded the County's participation in numerous roadway projects.

Project Programming

Implemented project programming of County-sponsored road projects through all phases of the Unified Transportation Program (UTP). Activities include the development of Program Assessments, Master Advanced Funding Agreements, Local Project Advanced Funding Agreements, Interlocal Cooperation Agreements (ICA), and local government certification. Additional activities include oversight service to ensure that county-sponsored projects are included in the North Central Texas Council of Governments Mobility Updates, as well as conformity to Clean Air/Water Federal Legislation.

Inclusion of IH-35E/W as High Priority Corridor in National Highway System

Coordinated a hearing before the United States House of Representatives Surface Transportation Subcommittee that resulted in the inclusion of the IH-35 Corridor into the National Highway System as a High Priority Corridor.

Project Funding

Successfully developed and received a \$10 million State Infrastructure Bank Loan for SH 121 engineering and construction. Successfully leveraged \$10 million in bond funds to receive federal funding of \$223 million in highway improvements. Strategic planning enabled Denton County to leverage its participation in SH 121 to develop the SH 121 MOU agreement which ultimately generated \$1.6 billion in roadway funding in Denton County.

Project Management

Ongoing management of Denton County roadway projects, which includes initial review of engineering contracts for recommendation to County; monitoring engineering progress; generating, monitoring, and

expediting all required programming documents for individual projects; meeting with appropriate TxDOT, NCTCOG and County staff; monitoring environmental studies; and reviewing preliminary design on roadways.

#### **ROCKWALL COUNTY**

Implementation of the 2005 Road Bond Program

Assisted Rockwall County in the implementation of its first road bond program. The \$12 million bond program passed by the voters in 2005 funded the County's participation in four interchange projects.

Development and Implementation of the 2008 Road Bond Program

Assisted Rockwall County in the conception, feasibility, selection, and implementation of its second road bond program. The \$100 million Road Bond Initiative passed by the voters in 2008 funded the County's participation in numerous roadway projects.

Program Management

Mr. Polster provides Rockwall County with comprehensive transportation strategic planning and program management services. ITS is currently managing Rockwall County's 2005 and 2008 Road Bond Programs. ITS continues to coordinate with TxDOT, County officials, and City officials to determine possible modifications to project priority within the 2008 Road Bond Program.

#### **KAUFMAN COUNTY**

Development and Implementation of the 2013 Road Forward Bond Program

Assisted Kaufman County in the conception, feasibility, selection, and implementation of its first road bond program. The \$56 million Road Forward Bond Program passed by the voters in 2013 funded the County's participation in numerous roadway projects.

Program Management

Mr. Polster provides Kaufman County with comprehensive transportation strategic planning and program management services. ITS is coordinating with TxDOT, County officials, and City officials to implement engineering services associated with priority projects in the 2013 Road Bond Program.

#### **RESPONSIBILITIES MANAGED BY MR. POLSTER**

Mr. Polster will be responsible for:

- Strategic planning and funding issues, including development of the overall priority and goals for transportation projects in the City of Denton
- Federal, state, and regional transportation policy development and implementation
- Procurement assistance
- Community outreach/education program
- Preparation and submittal of updates to the Statewide Transportation Improvement Plan
- Monthly reporting to Denton City Council Mobility Committee and Executive Management

Mr. Polster has extensive experience in facilitating major transportation and infrastructure projects through the local, state, and federal processes. His services are used by the clients of Innovative Transportation Solutions, Inc. to develop transportation plans, identify funding options, navigate environmental issues, create partnerships, and maintain development timelines.

## CLAUD P. ELSOM III, P.E.

### Executive Program Management

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Mr. Elsom held the position of Denton Area Engineer for 16 years, beginning in 1992. During this time, the Denton Office managed the construction of 165 projects valued at \$692 million.

Long recognized as one of the most creative and productive Area Engineers in the North Central Texas Region, Mr. Elsom was further honored in 1998 when awarded the Luther DeBerry Award for outstanding contribution to transportation in the State of Texas. This award is presented annually by the Texas Transportation Institute (TTI) to recognize an employee of TxDOT, the Texas Transportation Institute, or the Center for Transportation Research who made the greatest contribution to transportation in the State of Texas.

Prior to serving as Area Engineer, he held various positions of increasing responsibility, including Engineers Aide to Assistant Area Engineer, in which position he was responsible for design and construction oversight for a variety of transportation projects.

Mr. Elsom joined ITS in 2009, enhancing the ability of ITS to accomplish even greater cost savings, to shorten completion dates on significant projects, and to solve transportation issues creatively for the clients of ITS. Claud "Buz" Elsom applies his 42 years of engineering expertise to provide needful and invaluable oversight. He continues to work with project stakeholders during project delivery to avoid or solve problems of all kinds, while maintaining the project's timeline.

Mr. Elsom has served as a member of the North Central Texas Council of Government's Surface Transportation Technical Committee (STTC) since 2009. The STTC is the technical advisory committee to the Regional Transportation Council, which directs transportation planning and funding for the North Texas region. Mr. Elsom also serves on the North Central Texas Council of Governments Regional Safety Advisory Committee.

### REPRESENTATIVE PROJECT EXPERIENCE

**SH 121 BYPASS, CARROLLTON, LEWISVILLE, AND COPPELL, TEXAS** – Managed the TxDOT construction oversight for a new location freeway (first phase) involving construction of grade separations, and frontage roads from SH 121 Business east of Lewisville to IH-35E, the bridged crossing of the Trinity River and Union Pacific Railroad, and a sound barrier wall adjacent to the neighborhood between Marchant Street and Hebron Parkway.

**SH 121/IH-35E** – Managed the TxDOT construction oversight for the SH 121/IH-35E (5 level) interchange and construction of the SH 121 Bypass main lanes and grade separations from IH-35E to Business 121 west of Lewisville. The construction of the main lanes of SH 121 was accomplished between existing frontage roads.

**SH 121 BUSINESS, LEWISVILLE, TEXAS** – Managed the TxDOT construction oversight of two construction projects to widen an existing two-lane rural roadway to a six-lane urban street from the Elm Fork of the Trinity River to the Denton/Tarrant County line. This included grading, storm sewers, concrete paving, signing, pavement markings, and construction of an interchange at SH 121/FM 3040/Denton Tap Road.

**FM 1171, FM 3040, FM 2499, LEWISVILLE AND FLOWER MOUND, TEXAS** – Managed the design and TxDOT construction oversight of six separate projects which reconstructed existing two-lane rural roadways to six-lane urban streets.

**LOOP 288, DENTON, TEXAS** – Managed the design and TxDOT construction oversight for two projects for the construction of a new location, four-lane rural roadway from IH-35 north of Denton to US 380.

**CITIES OF DENTON, LEWISVILLE, GRAND PRAIRIE, HALTOM CITY, ENNIS, CROWLEY, AND TOWN OF FLOWER MOUND** – Provided consultation on various issues related to TxDOT policy and procedure on subjects such as traffic signals, signing and speed zoning policies, access management, lighting, issues on TxDOT construction and maintenance projects, coordination with railroad companies, implementation of complete streets projects, and TxDOT agreements for: the TxDOT Turnback Program, Local Project Funding, Multiple Use of Right of Way, and Municipal Maintenance Ordinances.

**CITY OF ENNIS DOWNTOWN MASTER PLAN** – Drafted engineering scope of services for an RFQ to procure engineering services for Phase 1 of the Downtown Master Plan. Managing the engineering firm and coordination with the UPRR to create a new aesthetic grade separation to be the signature element of the plan. Coordination with TxDOT to complete a turnback for Ennis Avenue so that complete street elements can be implemented. Coordination of IH-45 improvements with TxDOT and NCTCOG.

**CITY OF CROWLEY TURNBACK** – Coordinates with the City, the TxDOT Fort Worth District, and NCTCOG regarding the elements of the pass-through agreement to allow implementation of complete streets elements in the City.

**DENTON COUNTY TRIP-08 BOND PROGRAM** – Drafted scopes of services for engineering contracts for on-system projects and worked closely with TxDOT to ensure projects would be developed in accordance with TxDOT requirements. Negotiated contracts and supplemental agreements with engineering firms selected by the County and monitored contracts to ensure projects were developed in compliance with TxDOT requirements.

Solved various construction issues and collaborated with TxDOT, commissioners, and project stakeholders to achieve mutually agreeable outcomes.

Managed the construction of Denton County's first design-build contract for the emergency replacement of the Highland Village Road Bridge, drafted contract documents, and monitored design and construction activities.

Drafted scopes of services for several County road projects in Precinct 4, as well as the temporary DNT 4B Connector Road in Precinct 1.

Developed the final audit process currently utilized to close out TRIP-08 projects that are implemented by ICAs with Cities.

**ROCKWALL COUNTY 2005 AND 2008 ROAD BOND PROGRAMS** – Drafted scopes of services for engineering contracts for on-system projects and worked closely with TxDOT to ensure projects would be developed in accordance with TxDOT requirements. Negotiated contracts and supplemental agreements with engineering firms selected by the County and monitored contracts to ensure projects were developed in compliance with TxDOT requirements.

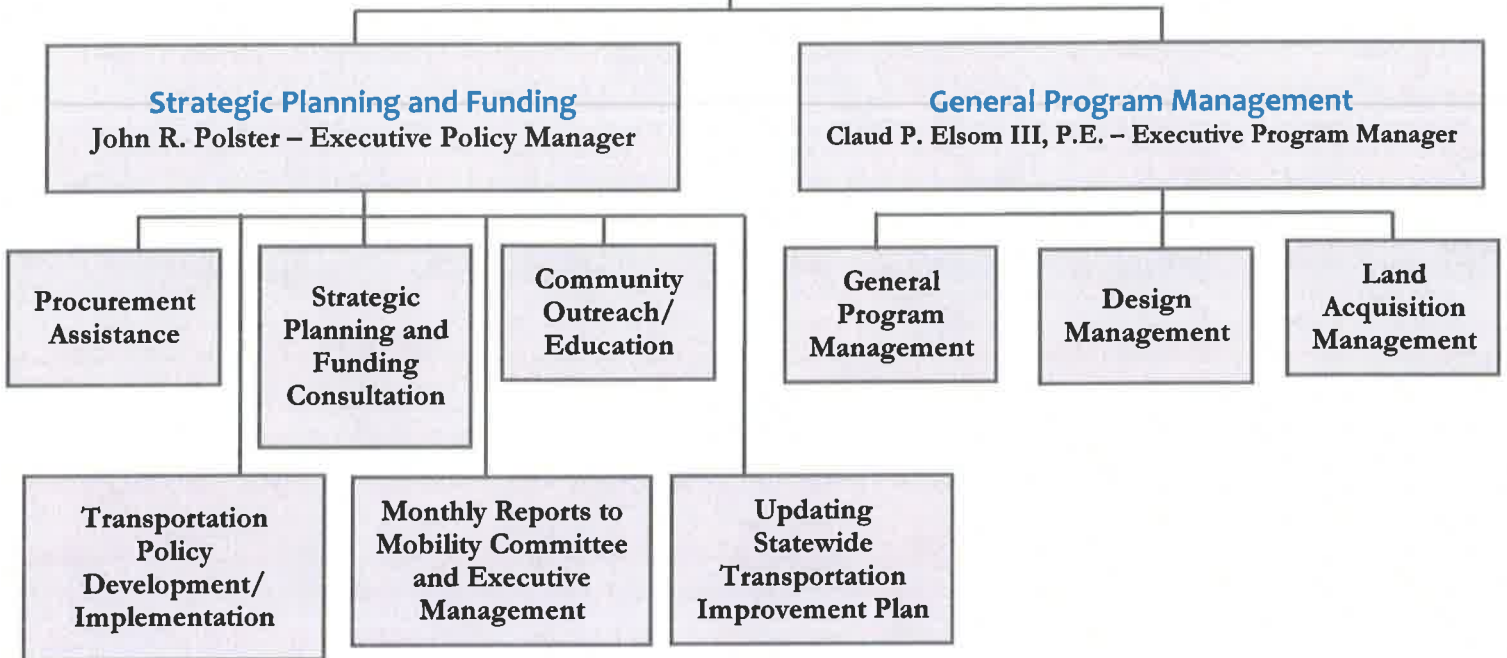
**KAUFMAN COUNTY 2013 ROAD BOND PROGRAM** – Drafted engineering scopes of services for an RFQ to procure engineers for nine projects. Worked closely with TxDOT to ensure that scopes of services were of sufficient detail to solicit necessary information for the County evaluation committee to choose the best qualified firms. Negotiated contracts and supplemental agreements with engineering firms selected by the County and monitored contracts to ensure that projects were developed in compliance with TxDOT requirements.

#### **RESPONSIBILITIES MANAGED BY MR. ELSOM**

Mr. Elsom will be responsible for:

- General program management
- Design management
- Land acquisition management

| STATEMENT OF QUALIFICATIONS | [organizational chart](#)



## | STATEMENT OF QUALIFICATIONS | project performances and accomplishments

**I-35EXPRESS**

2009 – Present

The \$1.5 billion I-35Express, Phase I project traverses two counties and nine cities, each with its distinct issues and challenges. The initial limits of Phase I stopped at the northern edge of Lewisville Lake. ITS was able to work with TxDOT, Denton County, and the North Central Texas Council of Governments to extend the limits through the City of Denton to US 380. Since then, ITS has worked with the City of Denton to address traffic challenges; alleviate stakeholder concerns; minimize delays and design issues; and coordinate specific roadway and bridge design components, construction activities, and aesthetics throughout the corridor. In December 2017, the I-35Express project was deemed substantially complete. Currently, ITS is assisting the City of Denton to ensure that its punch-list items are addressed before certain aspects of the facility are turned over to the City.

## REFERENCE

Mr. Mohamed K. Bur, P.E.

Deputy District Engineer, Texas Department of Transportation

(214) 320-6113

**IH-35E/LOOP 288/BRINKER/MAYHILL**

2016 – Present

In late 2015, during the height of construction on the I-35Express project, additional roadway improvements were identified as needing to be added to the current project. Those improvements included the widening of Loop 288 bridge at IH-35E, the addition of a new grade separation for Brinker Road, and the addition of a U-turn to Mayhill Road. At the time, there was significant discussion as to which of these improvements were most critical. The decision was made to seek funding for all three improvements, totaling \$27 million. Additionally, the City needed the improvements to be “on the ground” by the end of 2018. ITS was able to secure the funding for all three projects, as well as work with stakeholders to ensure the project let in September 2016, less than a year from starting the process. Today, ITS provides oversight to ensure the project is open by the end of 2018. ITS was able to identify and procure funds needed to address the City’s needs for new roadway improvements and meet an aggressive timeline by utilizing its in-depth knowledge of regulatory processes and working with stakeholders that know ITS can deliver.

## REFERENCE

Ms. Tina Massey, P.E.

Denton Area Engineer, Texas Department of Transportation

(940) 349-2828

**FM 2499**

1996 – Present

More than 20 years ago, ITS began working on the vision to develop FM 2499 from its beginning at SH 121 and extend it as a six-lane divided urban roadway the roughly 17 miles north to IH-35E. The project was developed in five sections. ITS has coordinated the advanced planning efforts working with stakeholders, transportation agencies, and industry experts to continue to extend FM 2499 north to IH-35E. Construction on the fifth and final segment began on April 20, 2015. ITS assisted the City of Denton with several issues associated with FM 2499 including utility relocations, neighborhood interfacing, aesthetic, and drainage issues. During construction, ITS provided the City with assistance related to traffic control, sound walls, utility conflicts, and schedule adherence. At the request of the City, ITS was able to get a signal added to the project at Robinson Road. The

contractor will complete construction on the project in December 2017. While portions of the roadway are currently open, the roadway is expected to fully open to traffic in January or February 2018.

REFERENCE

Honorable Mary Horn  
Denton County Judge  
(940) 349-2828

**MAYHILL RTR**

2009 – Present

In 2009, the City of Denton asked ITS to assist in procuring funding for Mayhill Road from US 380 to IH-35E totaling \$56,670,567 million. ITS assisted the City in negotiating with NCTCOG to procure \$45,336,453 in Regional Toll Revenue (RTR) funds. The agreement was executed January 2010, and funds were transferred to the City in 2011. ITS worked with Howard Martin and Mark Nelson during this period.

REFERENCE

Mark Nelson  
Director of Transportation  
City of Denton  
(940) 349-7289

**BONNIE BRAE RTR**

2009 – Present

In 2009, the City of Denton asked ITS to assist in procuring funding for Bonnie Brae Road from IH-35E to US 377 totaling \$57,689,189. ITS assisted the City in negotiating with NCTCOG to procure \$46,151,351 in Regional Toll Revenue (RTR) funds. The agreement was executed February 2010, and funds were transferred to the City in 2011. ITS worked with Howard Martin and Mark Nelson during this period.

REFERENCE

Mark Nelson  
Director of Transportation  
City of Denton  
(940) 349-7289

**MAYHILL/DCTA FUNDING**

2017 – Present

In October 2017, City staff was asked by the City Council to attempt to find additional funding for the Mayhill/DCTA grade separation totaling \$18 million. ITS was tasked with assisting City staff in this effort. In December 2017, ITS was able to get a commitment from the North Central Texas Council of Governments (NCTCOG) to cover 80% of the total cost of the project, or \$15.4 million. Additionally, it was important that the type of funds used did not trigger additional, lengthy environmental processes. ITS was able to work with NCTCOG to identify RTR funds to address this concern. It is anticipated that the agreement for these funds will be executed in the first quarter of 2018.



REFERENCE

Mario Canizares  
Assistant City Manager  
City of Denton  
(940) 349-8535

**IH-35E/MAYHILL BRIDGE FUNDING**

2017 – Present

With the opening of FM 2499, Section 5 to the south of IH-35E/Mayhill Road and the Mayhill Road widening to the north, City staff decided that efforts needed to be made to widen the IH-35E/Mayhill/FM 2499 bridge structure to accommodate the additional lanes and traffic. In October 2017, ITS began assisting city staff to identify a path forward on this project. Currently, TxDOT has agreed to design the bridge, and to this extent, has retained the services of LTRA. Additionally, the bridge structure is estimated to cost \$25 million. ITS has identified \$25 million in Category 2 funds for these improvements. By the first quarter of 2018, the funding for this interchange will be included in TxDOT's Unified Transportation Plan.

REFERENCE

Mario Canizares  
Assistant City Manager  
City of Denton  
(940) 349-8535

## **SCOPE OF WORK**

### **Description of Services**

The services specified in this RFQ will be provided by an individual or firm with demonstrated, bona fide, established working association with Federal, State, regional and local transportation authorities.

Basic services will include;

- General program management
- Design management assistance
- Strategic planning
- Identifying and securing funding
- Community outreach and educational program
- Preparing and submitting updates to the Statewide Transportation Improvement Plan
- Monthly reports to Denton City Council Mobility Committee and Executive Management

Additional services not included in basic services may be requested by the City Manager, Assistant City Manager or Director of Transportation.

## **OBJECTIVES and TERM OF CONTRACT**

To secure the services of an individual or firm to assist the Transportation Department in;

- Assist with development of public policy direction for the regional and local transportation system
- Maintaining the current transportation system
- Developing enhanced or new surface transportation infrastructure
- Working in coordination with all other applicable transportation authorities
- Identify and secure funding opportunities appropriate to Denton's purposes
- Grant opportunities and application writing and submittal
- Keeping current with transportation innovations, safety measures, legal requirements, funding sources

It is the intent of the City of Denton to award the contract for the initial term of two (2) years from date of executed contract or issued Purchase Order. At the expiration of the initial contract period, the contract may be renewed annually by written agreement between both parties for up to three (3) one-year renewals at the same terms and conditions as agreed upon in the initial contract.

## **CITY EXPECTATIONS**

This proposal and the resulting partnership is focused on continued safe and efficient surface transportation for the citizens of Denton and all who visit or travel through our City. These services will be delivered at the most effective and cost-efficient processes. The successful firm shall demonstrate and perform all necessary actions to secure funding opportunities to leverage local funding to enhance the local transportation infrastructure and regional transportation infrastructure that impacts mobility for the general public traveling in and/or thru the City of Denton. The successful firm will be required to demonstrate the ability to work collaboratively with other transportation and governmental agencies in planning efforts, securing funding, and implementing mobility enhancements.

The awarded firm shall have the skill set, ability and innovation to accomplish all aspects of the requested services.

## **FIRM RESPONSIBILITIES**

### **General Program Management**

The firm shall aid City Staff with management of the Transportation Program/Mobility Plan and represent the City in general and professional activities that are required to successfully execute this program as directed by city staff. These duties will include as a minimum the following items: Attend and participate in meetings with City staff and officials as scheduled and required; preparing reports, and providing presentations;

1. Attend local, regional, state and federal transportation meetings and events that are of importance to the Transportation Program/Mobility Plan/City of Denton City Council Mobility Committee and relate pertinent outcomes to staff;
2. Attend the monthly City of Denton City Council Mobility Committee meeting and provide report(s) on any on-system projects initiated by the Texas Department of Transportation (TxDOT);
3. Assist City staff in coordination with TxDOT; NCTCOG; United States Department of Transportation; United States Army Corps of Engineers; Federal Emergency Management Association; Environmental Protection Agency; Texas Commission on Environmental Quality; and other regional, state and federal agencies as required to facilitate all aspects of this Program;
4. Assist City staff in determining which projects may be affected by local or regional events or may impact those events and outline strategies to meet community expectations;
5. Support City staff with monitoring and updating the overall project schedule throughout the contract in coordination with utilities, real estate, environmental, design consultants, construction managers, contractors and others that are involved at the program and individual project levels;
6. Facilitate coordination between the City of Denton, the North Central Texas Council of Governments (NCTCOG) and the Texas Department of Transportation (TxDOT) on Phase II of the 35Express Project from the southern city limits to the northern city limits;
7. Monitor what the NCTCOG Metropolitan Planning Organization is considering and/or

- implementing;
8. Help promote City of Denton wants and needs with all organizations;
  9. Monitor NCTCOG and TxDOT future plans for IH-35W impacting the City;
  10. Assist in facilitating plans for West Loop to 288 to include environmental clearance, funding efforts and commitment from TxDOT/NCTCOG to advance the project to construction.
  11. Assist in facilitating plans for FM 1515/Airport Road include preliminary plans, environmental clearance, funding efforts and commitment from TxDOT/NCTCOG to advance the project to construction.
  12. Assist in facilitating the use and implementation of monies received or generated from regional toll facilities;
  13. Assist in the facilitating design, right of way acquisition and construction of projects as designated by staff;
  14. Help the City in monitoring funding sources and opportunities to advance key City of Denton transportation projects;
  15. Provide any needed staff assistance for the City's Capital Improvement Plan (CIP) and Bond Oversight Committee;
  16. Assist in research, preparation and development of grant and other funding applications;
  17. Aid City staff in preparation of project or program-related resolutions;
  18. Provide miscellaneous transportation planning, funding, and any additional management assistance that may be requested by City officials;
  19. Provide monthly detailed reports detailing the status of deliverables;
  20. The successful firm will be required to retain any documentation connected to this contract, whether electronic or paper, for a period of twenty-four (24) months after the completion of the contract;
  21. Describe any other contribution your firm could provide with general program management.

### **Design Management Assistance**

The firm shall assist City staff with design management by providing general assistance over the design process and making recommendations for process improvement as specifically stipulated by City staff. The firm will perform these duties and responsibilities which include:

1. Describe the skills and abilities of the firm's staff in design management and project implementation. Include any specific, successful recommendations implemented in the past, who, where, when and how this was accomplished.

### **Strategic Planning**

The firm shall aid staff with the City's Transportation Program/Mobility Plan by analyzing and identifying its transportation needs, assisting with the overall development of surface transportation priorities. At the direction of staff assist and/or develop a comprehensive plan, segmenting the projections into 5-year increments. This plan would include risk analysis, projected growth, projected economic and environmental conditions, projected legal requirements, new surface materials development to optimize efficiency and effectiveness of the City of Denton Transportation Program/Mobility Plan.

1. Monitor all applicable agencies and organizations for any impact to Denton surface transportation;
2. Describe how you will assist the City in developing strategic long-range transportation goals and objectives.

### **Identifying and Securing Funding**

The firm shall continuously seek out funding sources, both conventional and innovative, to achieve Transportation Program/Mobility Plan goals

1. Assist in determining ability and willingness of other stakeholders to participate, whether in cash or in kind, to advance the project;
2. Monitor all applicable agencies and organizations for funding opportunities;
3. Assist with funding opportunities, applying for those funds and securing them for the City of Denton.

### **Community Outreach and Educational Program**

The firm shall provide information and educational material to the City for engagement and involvement of stakeholders through all stages of the projects associated with the Transportation Program

- a) Explain successful community outreach and educational programs used in the past; when, where and what tools were used to impart information.

### **Organization Associations**

The successful firm shall provide verifiable and documented evidence of an effective, ethical, professional, working association with the following agencies. These organizations will be monitored for possible opportunities and impacts to key Denton projects. The listed agencies are not an all-inclusive listing. Association with any other agency or organization that would be helpful in realizing the City of Denton goals, objectives and priorities shall be listed.

#### **Federal**

- U.S. Congress and appropriate Congressional committees,
- Department of Transportation,
- Federal Highway Administration,
- Federal Transit Administration,
- Federal Railroad Administration,
- Transportation Safety Administration,
- Federal Aviation Administration,
- U.S. Army Corps of Engineers, and
- Environmental Protection Agency;

#### **State**

- Texas Governor's Office,
- Texas Legislature and appropriate legislative committees,
- Texas Turnpike Authority, Texas Transportation Commission,
- Texas Department of Transportation – Headquarters Division (Austin), *and*

- Texas Commission on Environmental Quality,

**Regional**

- Dallas Area Rapid Transit (DART),
- Fort Worth Transit Authority (The "T"),
- Denton County Transportation Authority (DCTA),
- North Texas Tollway Authority (NTTA),
- Texas Department of Transportation -Dallas District,
- Texas Department of Transportation -Fort Worth District,
- North Central Texas Council of Governments (NCTCOG),
- Metropolitan Planning Organization (MPO),
- Regional Transportation Council (RTC),
- Dallas Regional Mobility Coalition (DRMC),
- Partners in Mobility,
- Tarrant Regional Transportation Coalition (TRTC), *and*
- Other entities as directed by the City;

**Additional Submittal Responsibilities**

1. Responses shall include resumes for the lead engineer, contract manager or any other major staff involved with this contract;
2. Include a list with contact information detailing current like contracts and how you would prioritize the needs of your clients with conflicting projects.
3. Selected firms may be asked to participate in individual interview processes with the City evaluation committee. Cost incurred will be the responsibility of the firm. The Purchasing department will notify any firms requested to make a presentation and the presentation agenda.

**CITY RESPONSIBILITIES**

The City of Denton will:

1. Provide records of information on existing or future specifications, plans or considerations involving surface transportation.
2. Provide a project representative who will have the authority to receive reports, coordinate activities of city staff, and determine the information and/or report formats required as the contract proceeds. As conflicts and discrepancies are discovered, they will be resolved in the most expedient manner possible.
3. Respond to successful firm inquiries, requests for acceptance of deliverables as established in negotiations and the contract document
4. Process approved payments
5. Define and negotiate other responsibilities, tasks and projects as necessary for the benefit of the community



**INNOVATIVE TRANSPORTATION SOLUTIONS INC.**

2701 Valley View Lane ♦ Farmers Branch, Texas 75234 ♦ (972) 484-2525 ♦ (972) 484-4545

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Ms. Jamie Cogdell, CTPM  
Senior Buyer  
City of Denton  
Materials Management  
901B Texas Street  
Denton, TX 76209

Ref: RFQ 6610 Transportation Consulting Services - Request for Pricing

Dear Ms. Cogdell,

In response to your request for pricing in relation to the recently closed RFQ for Transportation Services, ITS intends to continue with an annual contract amount of \$126,000 made payable monthly at installments of \$10,500 per month. This fee covers all the services proposed in the RFQ, plus any additional assignments identified by city staff.

If you have any questions or need additional information, please don't hesitate to contact me.

Cordially,

A large, stylized handwritten signature in blue ink, which appears to be 'J. Polster'. The signature is written over the word 'Cordially,' and extends upwards and to the right.

John R. Polster  
President, ITS  
972-880-3183

**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.

**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 7<sup>th</sup> business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

\_\_\_\_\_  
Name of Officer

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

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

Yes

No

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

Yes

No

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

Yes

No

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

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

**5** \_\_\_\_\_  
Signature of vendor doing business with the governmental entity

December 18, 2017

\_\_\_\_\_  
Date



**Exhibit D**

**House Bill 89 - Government Code 2270**

**VERIFICATION**

I, John Polster, the undersigned representative of Innovative Transportation Solutions (hereafter referred to as company), being **an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of Denton.**

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

John Polster

Name of Company Representative (Print)

DocuSigned by:  
*John Polster*

72DD513CDFE6469C  
Signature of Company Representative

2/23/2018

Date

**Exhibit D**  
**Senate Bill 252 -Government Code 2252**  
**CERTIFICATION**

I, John Polster, the undersigned representative of Innovative Transportation Solutions, Inc. (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Denton's Materials Management Department.

John Polster  
Name of Company Representative (Print)

DocuSigned by:  
John Polster  
Signature of Company Representative

2/23/2018  
Date

## Certificate Of Completion

Envelope Id: 8CE38E3562D94DFCDBD32BD7A62CBB89F

Status: Completed

Subject: City Council Docusign Item - 6610

Source Envelope:

Document Pages: 42

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 0

Jamie Cogdell

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US & Canada)

Jamie.Cogdell@cityofdenton.com

IP Address: 129.120.6.150

## Record Tracking

Status: Original

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Jamie.Cogdell@cityofdenton.com

## Signer Events

## Signature

## Timestamp

Jamie Cogdell

**Completed**

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jamie.cogdell@cityofdenton.com

Viewed: 2/22/2018 5:03:43 PM

Senior Buyer

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City Of Denton

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John Polster

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*John Polster*  
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Sent: 2/22/2018 5:05:34 PM

johnp@itsinc-tx.com

Resent: 2/23/2018 9:13:16 AM

Innovative Transportation Solutions, Inc.

Viewed: 2/23/2018 10:15:53 AM

Security Level: Email, Account Authentication (None)

Using IP Address: 66.64.18.134

Signed: 2/23/2018 10:39:35 AM

### Electronic Record and Signature Disclosure:

Accepted: 2/23/2018 10:15:53 AM

ID: fe46cb4b-7695-47fe-949c-eb2f8ad5463d

Larry Collister

DocuSigned by:  
*Larry Collister*  
38A6D90FD93B4AB...

Sent: 2/23/2018 10:39:39 AM

larry.collister@cityofdenton.com

Resent: 2/23/2018 2:19:53 PM

Deputy City Attorney

Viewed: 2/23/2018 2:25:35 PM

Security Level: Email, Account Authentication (None)

Using IP Address: 47.190.47.120

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### Electronic Record and Signature Disclosure:

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ID: 01f5f868-f109-4e29-ad49-21db9046c882

Rebecca Hunter

**Completed**

Sent: 2/23/2018 2:28:11 PM

rebecca.hunter@cityofdenton.com

Viewed: 3/7/2018 1:26:35 PM

Assistant Purchasing Manager

Signed: 3/7/2018 1:29:11 PM

City of Denton

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Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

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| Signer Events   | Signature   | Timestamp  |
|---|---|--|
| <p>Todd Hileman<br/>todd.hileman@cityofdenton.com<br/>City Manager<br/>City of Denton<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 7/25/2017 11:02:14 AM<br/>ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21</p> | <p>DocuSigned by:<br/><i>Todd Hileman</i><br/>B778C711BA0D454...</p> <p>Using IP Address: 129.120.6.150</p>         | <p>Sent: 3/7/2018 1:29:16 PM<br/>Viewed: 3/7/2018 1:59:41 PM<br/>Signed: 3/7/2018 1:59:50 PM</p> |
| <p>Jennifer Walters<br/>jennifer.walters@cityofdenton.com<br/>City Secretary<br/>City of Denton<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>   | <p>DocuSigned by:<br/><i>Jennifer Walters</i><br/>C5BF AFC1821946D...</p> <p>Using IP Address: 129.120.6.150</p>    | <p>Sent: 3/7/2018 1:59:54 PM<br/>Viewed: 3/9/2018 1:00:51 PM<br/>Signed: 3/9/2018 1:02:52 PM</p> |
| In Person Signer Events   | Signature   | Timestamp  |
| Editor Delivery Events  | Status  | Timestamp  |
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| <p>Rebecca Hunter<br/>rebecca.hunter@cityofdenton.com<br/>Assistant Purchasing Manager<br/>City of Denton<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                                 | <div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>COPIED</b></p> </div> | <p>Sent: 2/23/2018 10:39:38 AM</p>   |
| <p>Sherri Thurman<br/>sherri.thurman@cityofdenton.com<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>   | <div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>COPIED</b></p> </div> | <p>Sent: 2/23/2018 10:39:38 AM</p>   |
| <p>Jane Richardson<br/>jane.richardson@cityofdenton.com<br/>Assistant City Secretary<br/>City of Denton<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                                   | <div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>COPIED</b></p> </div> | <p>Sent: 3/7/2018 1:29:15 PM<br/>Viewed: 3/7/2018 1:29:40 PM</p>                                 |
| <p>Robin Fox<br/>Robin.fox@cityofdenton.com<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b></p>  | <div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>COPIED</b></p> </div> | <p>Sent: 3/7/2018 1:29:15 PM</p>   |

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| Jennifer Bridges<br>jennifer.bridges@cityofdenton.com<br>Procurement Assistant<br>City of Denton<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign  | <b>COPIED</b> | Sent: 3/9/2018 1:02:56 PM<br>Viewed: 3/21/2018 12:04:25 PM |
| Jane Richardson<br>jane.richardson@cityofdenton.com<br>Assistant City Secretary<br>City of Denton<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <b>COPIED</b> | Sent: 3/9/2018 1:02:57 PM<br>Viewed: 3/9/2018 2:05:12 PM   |
| Mark Nelson<br>Mark.nelson@cityofdenton.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign   | <b>COPIED</b> | Sent: 3/9/2018 1:02:58 PM                                  |

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| Signing Complete    | Security Checked | 3/9/2018 1:02:58 PM |
| Completed           | Security Checked | 3/9/2018 1:02:58 PM |

| Payment Events | Status | Timestamps |
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| 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.

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

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

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

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

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

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

**Required hardware and software**

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

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

**Acknowledging your access and consent to receive materials electronically**

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

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- 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.