

DocuSign City Council Transmittal Coversheet

RFQ	6590-043
File Name	West Hickory Street Project
Purchasing Contact	Jamie Cogdell
City Council Target Date	October 16, 2018
Piggy Back Option	No
Contract Expiration	N/A
Ordinance	18-1664

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES FILE 6590-043

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Teague Nall and Perkins, Inc., with its corporate office at 5237 N Riverside Dr. Fort Worth, Texas 76137 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: West Hickory street drainage, paving and sidewalks project (the "PROJECT").

SECTION 1 **Scope of Services**

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

SECTION 2 **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$167,500 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment D.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

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

**SECTION 4
Obligations of the Engineer**

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

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

circumstances and professional license; and

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

C. Subsurface Investigations

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

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

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

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

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

- (1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.

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

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that

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

H. Record Drawings

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

I. Right to Audit

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

J. INSURANCE

(1) ENGINEER'S INSURANCE

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

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

(2) GENERAL INSURANCE REQUIREMENTS

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

Texas Street, Denton, Texas 76209.

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on

the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

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

SECTION 5 **Obligations of the City**

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

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

F. Asbestos or Hazardous Substances Release.

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."
- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.
- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

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

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

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

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

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

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

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

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

L. Prohibition On Contracts With Companies Boycotting Israel

ENGINEER acknowledges that in accordance with Chapter 2270 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the AGREEMENT.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

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

N. Agreement Documents

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

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

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

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

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

BY:
CITY OF DENTON, TEXAS

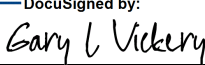
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 City Manager

Date: 10/17/2018

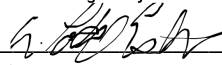
BY:
ENGINEER
Teague Nall and Perkins, Inc.

DocuSigned by:

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 Authorized Signer, Title Principal

Date: 10/1/2018

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

DocuSigned by:

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 Signature


Director/City Engineer

Title
Capital Projects

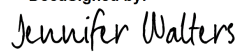
Department

Date Signed: 10/1/2018

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: _____
 DocuSigned by:

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ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: _____
 DocuSigned by:

 C5BFAFC1821948D...

ATTACHMENT 'A'

SCOPE OF SERVICES

WEST HICKORY STREET DRAINAGE, PAVING AND SIDEWALKS

BASIC SERVICES

PROJECT DESCRIPTION

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

The scope of the project includes the following, all on W. Hickory Street:

Part I

- Storm drain study between Bonnie Brae and Carroll Blvd.

Part II

- Reconstruction of paving and sidewalks between Welch and Carroll Blvd.
- Pedestrian lighting on the north side of W. Hickory from Welch to Carroll Blvd.

PART I SCOPE OF WORK

The general purpose of Part I, the storm drain study, is to evaluate the storm drain systems along Hickory Street between Carroll Blvd. and Bonnie Brae, with two objectives in mind. First is to determine the impacts of replacing existing inlets with larger inlets and/or adding inlets. The second is to determine what the systems should look like if rebuilt to meet current City of Denton design standards. It appears there are three primary storm drain systems within the limits of the study area. They are:

1. Ave G, Fouts, Miller

This system begins at Alamo Place and runs down Ave G to Louise Street and down Ave H to discharge into a channel south of Prairie Street, a total of approximately 3,200 feet. Another leg of this system begins on Oak Street and Hickory Street, runs down Ave F and Stella to Ave G to Prairie Street, where it joins the first leg, a total of approximately 4,100

2. Ave B, Fry, Welch

This system begins in several locations, including Mulberry, Oak, Ave G, and Fry Street, and discharges on Bernard Street at an open channel at the headwaters of Trib PEC-4.

3. Denton, Williams

This system begins at Oak and Denton and follows Hickory east to the Carroll intersection, then to the open channel PEC-4.

In order to accomplish these objectives, we propose the following tasks:

Develop Limited As-Builts in Field

1. Request as-built information from City staff.
2. If as-builts are not available, we will visit the site to tie manholes and inlets by GPS, identify pipe sizes and measure approximate depths. This will not be a design survey, but will be approximate only, using GPS Network control. If as-builts are available, see Additional Services. In that event, this item will be replaced with the Additional Services scope of work.

Initial Report

3. Develop hydrology for each of the existing storm drain systems in accordance with the current City of Denton Stormwater Design Criteria Manual.
4. Develop a hydraulic model of each of the three systems in StormCad, based on the as-builts obtained as described above or in Additional Services.
5. Evaluate the existing systems in the vicinity of Hickory Street using the developed hydrology to determine system capacity and identify constraints and choke points. This evaluation will be completed using StormCad. This analysis will address only those portions of each system that directly impact the inlets on Hickory Street, and will extend to the outfall of the system. This analysis is intended only to support the analysis of the impacts of changes to the inlets on Hickory Street.
6. Re-evaluate these systems using larger inlets and/or additional inlets on Hickory Street to determine the impacts on the systems, and recommend remedies if there are adverse impacts on the systems. Those remedies could include restrictor plates at the inlets, larger inlet leads, or other modifications. Again, this analysis will only apply to those portions of the system directly impacted by the inlets on Hickory Street.
7. Prepare a brief Initial Report outlining the impacts of the proposed inlet modifications on the storm drain systems as described above.

Future CIP Recommendations

8. Develop a conceptual plan for a replacement system to convey the 100-year storm per current City of Denton design criteria. This will be used for identifying the need for a future CIP project. In order to be a little conservative, the conceptual plan will assume all flow to be captured in the underground system without bypass, meeting street spread limits per the criteria. Low points and intersection flow constraints will likely make this type of analysis necessary anyway. This evaluation will also be completed using StormCad. This analysis will extend downstream to the outfall of the systems and will include all the identifiable segments of these systems.
9. Prepare cost estimates for the replacement systems developed in task 8 above.
10. Prepare a brief report describing the findings of the analysis. The report will include a drainage area map, calculations, recommendations, a schematic of the existing systems, and a schematic of recommended replacement systems.

ADDITIONAL SERVICES

1. If as-built information is generally available, compile that information for field verification.
2. Verify pipe sizes and configuration in the field (by observation and GPS, not by detailed field survey).

Assumptions and Clarifications

The following assumptions were used by the ENGINEER for the preparation of this scope of Basic Services:

- No construction plans will be prepared as part of the scope of this agreement.
- It is assumed that no as-built information will be available, and it will need to be developed in the field by locating and measuring manholes and inlets. This effort is reflected in the Basic Services. If as-built information is available, it will be field verified. This effort is reflected in the Additional Services. These tasks are generally mutually exclusive. It is anticipated that the as-builts will either be obtained from the City and verified, or will be developed in the field, but not both.
- No field surveying will be conducted as part of the scope of this agreement, though survey crews will be used to assist with field verification of as-builts or with field development of existing conditions if as-builts are not available.
- Once as-built information has been obtained and verified, or developed in the field, it will be made available to the City for use in the City GIS system.

Part I Deliverables

- As-built information in a format suitable for use in the City GIS system.
- An Initial Report outlining the impact on the storm drain systems of using larger (or more) inlets on Hickory Street.
- A Final Report with calculations and recommendations for future CIP replacement, along with a drainage area map and a schematic of the existing storm drain, the recommended replacement systems, and cost estimates.

PART II SCOPE OF WORK

The general scope of Part II is to prepare construction plans for reconstruction of pavement, curbs, sidewalks and pedestrian lighting between Welch Street and Carroll Blvd. The purpose is to provide improved pedestrian access along the north side of W. Hickory within the project limits (Welch Street to Carroll Blvd.) as part of a street reconstruction project. This will be accomplished by removing the north curb and narrowing the street, maintaining two 11' travel lanes, a bike lane on the south side of the street and parallel parking along the north side of the street. A 5-foot sidewalk will be placed adjacent to the north curb, in accordance with Texas Accessibility Standards and PROWAG criteria, including replacement of accessible ramps. Given the condition of many of the steps on the residential lead walks and the retaining walls along the right-of-way, we expect that most, if not all, of those retaining walls and lead walk steps will require replacement or modification, especially in light of the change of the curb location and possible change of the curb elevation. Driveway approaches, and portions of some driveways, will require reconstruction to match the new curb location and grade.

Paving and Sidewalk Construction Plans

Construction plans will be prepared for public bidding, and will include:

- Cover sheet
- General notes and typical sections
- Demolition plan
- Street reconstruction plans
- Driveway profiles
- Storm drain plans (inlet relocations and lead lines only)
- Striping and signing plans
- Accessible ramp layouts with grading
- Lead walks and retaining wall plans
- Detail sheets as appropriate
- Traffic control criteria (traffic control plans to be submitted by the contractor)
- Bid documents (Exhibits 1 and 3) for IFB procurement

Pedestrian Lighting Plans

Pedestrian lighting plans will be prepared by the ENGINEER, and will include the following:

1. Site visit to identify specific light pole locations and check for utility conflicts, based on the Level B SUE.
2. Coordinate electrical service locations with utility company.
3. Determine pull box and conduit requirements.
4. Prepare pedestrian lighting pole (foundation) layouts, tabulate quantities.
5. Identify / Develop standards and Details.
6. Preliminary and Final submittal reviews.

7. Assemble Specifications, construction documents, project coordination.
8. Construction phase services, consisting of shop drawing reviews and respond to Contractor questions regarding design intent or construction issues.

Level B Subsurface Utility Engineering (SUE)

The following represents the general understanding between the Client and Engineer regarding the basis and/or limitations under which these subsurface utility designating and/or locating services are provided:

1. These services will be conducted and provided in general compliance with CI/ASCE 38-02 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
 - Quality Level D (QL-“D”) – Generally QL-“D” indicates information collected or derived from research of existing records and/or oral discussions.
 - Quality Level C (QL-“C”) - Generally QL-“C” indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-“D” information. Incorporates QL-“D” information. (Limited in this scope, this scope is to cover underground utility crossings)
 - Quality Level B (QL-“B”) – Generally QL-“B”, also known as “designating” indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-“D” & QL-“C” information.
 - Quality Level A (QL-“A”) - Generally QL-“A”, also known as “locating”, indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-“D” QL-“C” & QL-“B” information. NOT APPLICABLE
2. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
3. The Engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-02 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However, the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.
4. Facilities that are discovered through field investigative efforts by the Engineer but no plan records or ownership data can be identified will be hereafter referred to as “unknown” utilities. As part of these services, the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the

initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.

5. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
6. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.
7. The Engineer will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Engineer will provide a recommendation or request for additional services to the Client. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
8. None of these services are intended to and should not be understood to relieve the Client or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any and all excavation, grading and/or construction within the project site.

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

This work includes:

1. Requesting utility records on all crossing utilities from the Client, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. Record information will not be used as a substitute for field location methods unless it is determined to be the most appropriate method for depicting the utilities at the site. The depiction of utilities from records (QL-"C" or "D") will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
2. Investigating all utility systems shown on the record drawings that are included within the project site. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, TNP will search for detectible indications of the location of anticipated subsurface utilities.
3. Marking all locations that can be validated, using ~~paint~~, flags or other devices. **Though paint is typically used to mark utilities, we intend to use chalk because this area is a historical district and chalk washes off quickly.**

4. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
5. Deliverables, based on ASCE Standard 38-02, will be signed and sealed by a Professional Engineer registered in the State of Texas, and will consist of an AutoCad DWG 2d (DGN) file depicting all Sub-surface Utilities Designated, with a PDF of the same signed and sealed by a Professional Engineer registered in the State of Texas and ACSII Point List.

Survey to Establish North Right-of-Way Line

Provide all office and field work necessary to establish the North right-of-way line of West Hickory Street from Welch to Carroll. Sufficient research will be performed to develop a working sketch of the plat, deed and ROW information available of record. Property corners will be located on the ground and analyzed by a Registered Professional Land Surveyor for final determination and placement of the North right-of-way line. Deliverables will include a Base Map in AutoCAD Civil 3D format, depicting the deed/plat information used, as well as the final location of said right-of-way line.

Bid Support

1. ENGINEER will provide to the CITY a Notice to Bidders for advertisement of the project for bid. The CITY shall bear the cost of advertisement. The ENGINEER shall provide up to 5 sets of construction plans, specifications and contract documents for use in obtaining bids, awarding contracts, and constructing the project. Additional sets of plans required will be considered Additional Services and will be paid for by the CITY at commercial printing rates. The CITY shall be responsible for dispersing all plans and specifications from its purchasing department to prospective bidders.
2. ENGINEER will provide technical support to the CITY during the Bidding & Contract Award phase by responding to bidder and CITY questions, attending a Pre-Bid meeting (if needed), reviewing the bids, reviewing bidder qualifications and references, and making a recommendation of award to the CITY. ENGINEER will prepare necessary addenda during the bidding phase for distribution by the City of Denton Purchasing Department.

Construction Support

1. ENGINEER will attend a Pre-Construction meeting to support City staff.
2. ENGINEER will review shop drawings and submittals as necessary.
3. ENGINEER will respond to questions from the City during construction, to clarify the design intent.
4. ENGINEER will conduct up to four site visits at the direction of the City, to assist with clarification of the plans and to assess site conditions.
5. All construction support services will be performed at the direction of the City, and will be compensated on an hourly basis in accordance with Attachment C. The fee shown in Attachment A for Construction Support is an estimate only, and could be exceeded during the course of construction.

Assumptions and Clarifications

The following assumptions were used by the ENGINEER for the preparation of this scope of Basic Services:

- The street section will generally consist of two 11' travel lanes, a 6' bike lane, an 8' parking lane, and a 5' sidewalk on the north side of the road.
- Pavement sections will be provided by the City, and no geotechnical investigation will be completed as part of the scope of this project. It is our understanding that this project comprises just one phase of the overall W. Hickory Street reconstruction project, and that pavement sections have already been identified.
- Topographic survey developed for previous City of Denton projects will be used as a base for these plans. However, limited additional topographic survey may be needed to complete the design, where the current topo is detailed enough to support accessible route design. Additional topographic survey will only be completed if necessary. Sufficient boundary work will be done to identify the north right-of-way line of Hickory Street.
- A Level B Subsurface Utility Engineering (SUE) investigation will be performed. No Level A test holes are anticipated. Due to the historic nature of the area, located utilities will be marked with chalk rather than paint.
- Because the entire north curb will be replaced in a new location, street profiles will be prepared for that north curb. Only damaged portions of the south curb will be replaced. Plans will be drawn at 1"=20' scale on 22"x34" plan sheets.
- The ENGINEER will not prepare Traffic Control Plans. Criteria will be provided to the contractor identifying requirements of the Traffic Control Plan. The contractor will prepare and submit a Traffic Control Plan for review and approval by the City and the ENGINEER.
- The Engineer will walk the project with the City to participate in the identification of curbs to be replaced.
- No signal design or modification of existing signal timing is a part of the scope of this agreement. The intent will be to cover existing signals when the conflict with the traffic control during construction and place stop signs to control the intersections.
- Pedestrian lighting will be along the north side of W. Hickory only, and will be designed using poles and fixtures similar to the pedestrian lighting on the south side of W. Hickory. It is understood that these construction plans will not include design or selection of light poles or fixtures, and that the installation of the light poles and electrical wiring will be accomplished by DME. The construction to be completed using these plans will consist only of installing light pole foundations, placing conduit and installing pull boxes.
- The pedestrian lighting plans will not include review of light pole or fixture options, photometrics, development of voltage drop calculations and circuits, or determination of wiring or electrical service requirements. Any or all of these tasks can be added as additional services if needed.

Part II Deliverables

- Prior to the formal plan submittals outlined below, a Preliminary Design Review meeting will be conducted with City staff to review working drawings for the project. This preliminary design meeting will be held after preliminary alignments and grades are established. Design

concerns and parameters will be discussed, and guidelines provided by staff for completion of the design.

- Based on the Preliminary Design Review meeting, the ENGINEER will prepare and submit 3 copies of the preliminary design plans (approximately 75%) to the City for review, along with preliminary quantities. Preliminary plans will include all sheets except standard details. Proposed construction will be shown in both plan and profile (where appropriate) with sufficient annotation to convey the design intent and identify conflicts or other issues that would affect the design.
- The City will review the preliminary plans and present comments and questions to the ENGINEER in a Design Review meeting.
- Based on the Design Review meeting and the reviewed preliminary plans, the ENGINEER will proceed with final design. The ENGINEER will submit 3 copies of the final design plans (95%) to the City for final review, along with updated quantities and a construction cost estimate. Final plans will include completed versions of all necessary plan sheets, complete and ready for construction (but without seals and signatures), pending final review comments from the City.
- After the Design Review meeting, the ENGINEER will provide electronic (pdf) sets of plans to appropriate utility companies for their use in planning their own relocations, if needed.
- The ENGINEER will complete the plans and prepare them for construction based on City staff comments from the final review. All final plans will be sealed and signed by a Professional Engineer registered in the State of Texas.

ITEMS TO BE PROVIDED BY CITY TO THE ENGINEER

The CITY or the CITY's designee will provide or make available to, or assist the ENGINEER in obtaining the following services, information and materials upon request:

1. Available past studies, drainage reports, and mapping relative to the project.
2. As-built records of existing storm drain systems.
3. GIS shape files that include layers such as streets, buildings and existing utilities as requested.
4. Applicable standard City of Denton details.

ATTACHMENT 'B'
COMPENSATION

WEST HICKORY STREET DRAINAGE, PAVING AND SIDEWALKS

A. BASIC SERVICES:

For work performed by the ENGINEER within the scope identified in ATTACHMENT A, Scope of Services, the ENGINEER will be reimbursed as described below:

1. Labor

The following fees shall be paid to the ENGINEER for labor involved in the various items of work within the scope of Basic Services identified in ATTACHMENT A:

Part I – Hickory Street Storm Drain Analysis

Develop Limited As-Builts in Field	\$ 11,000
Initial Report	\$ 26,000
Future CIP Recommendations	<u>\$ 22,000</u>
Subtotal	\$ 59,000

Part II – Hickory Street Paving, Sidewalk and Lighting

Paving and Sidewalk Plans	\$ 67,000
Level B SUE	\$ 13,900
Pedestrian Lighting Plans	\$ 8,900
Supplemental Topographic Survey (if needed)	\$ 4,000
Establish North ROW Line	\$ 5,000
Bid Support (Hourly, Est.)	<u>\$ 3,500</u>
Construction Support (Hourly, Est.)	<u>\$ 4,700</u>
Subtotal	\$ 107,000

2. Direct Expenses

Direct Expenses such as printing, reproductions, automobile mileage, delivery/courier services, etc. will be reimbursed to the ENGINEER at his direct invoice expense plus 10% with a not-to-exceed amount of:

\$ 1,500

3. Total Fee for Basic Services

TOTAL (BASIC SERVICES)	\$ 167,500
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B. ADDITIONAL SERVICES:

Additional work performed by the ENGINEER outside that scope identified in ATTACHMENT A, Scope of Basic Services, shall be considered Additional Services. Possible Additional Services are described below. The ENGINEER will be reimbursed for Additional Services, should they be requested, as described below:

1. Labor

ENGINEER shall be reimbursed on the basis of negotiated fees for each item of service provided, as mutually agreed to by the ENGINEER and CITY; or labor of personnel employed by the ENGINEER will be reimbursed on an hourly basis.

Obtain and Verify City As-Builts \$ 6,000

Note: This task will be used if as-built data is generally available, and will replace the "Develop Limited As-Builts in Field" task shown in the Basic Services. It is not intended that both tasks will be used.

2. Direct Expenses

Direct Expenses such as printing, reproductions, automobile mileage, delivery/courier services, etc. will be reimbursed to the ENGINEER at his direct invoice expense PLUS 10%.

ATTACHMENT 'C'

AMENDMENTS TO STANDARD AGREEMENT FOR ENGINEERING SERVICES

WEST HICKORY STREET DRAINAGE, PAVING AND SIDEWALKS

None

ATTACHMENT 'D'

PROJECT SCHEDULE

WEST HICKORY STREET DRAINAGE, PAVING AND SIDEWALKS

Part I – Hickory Storm Drain Evaluation

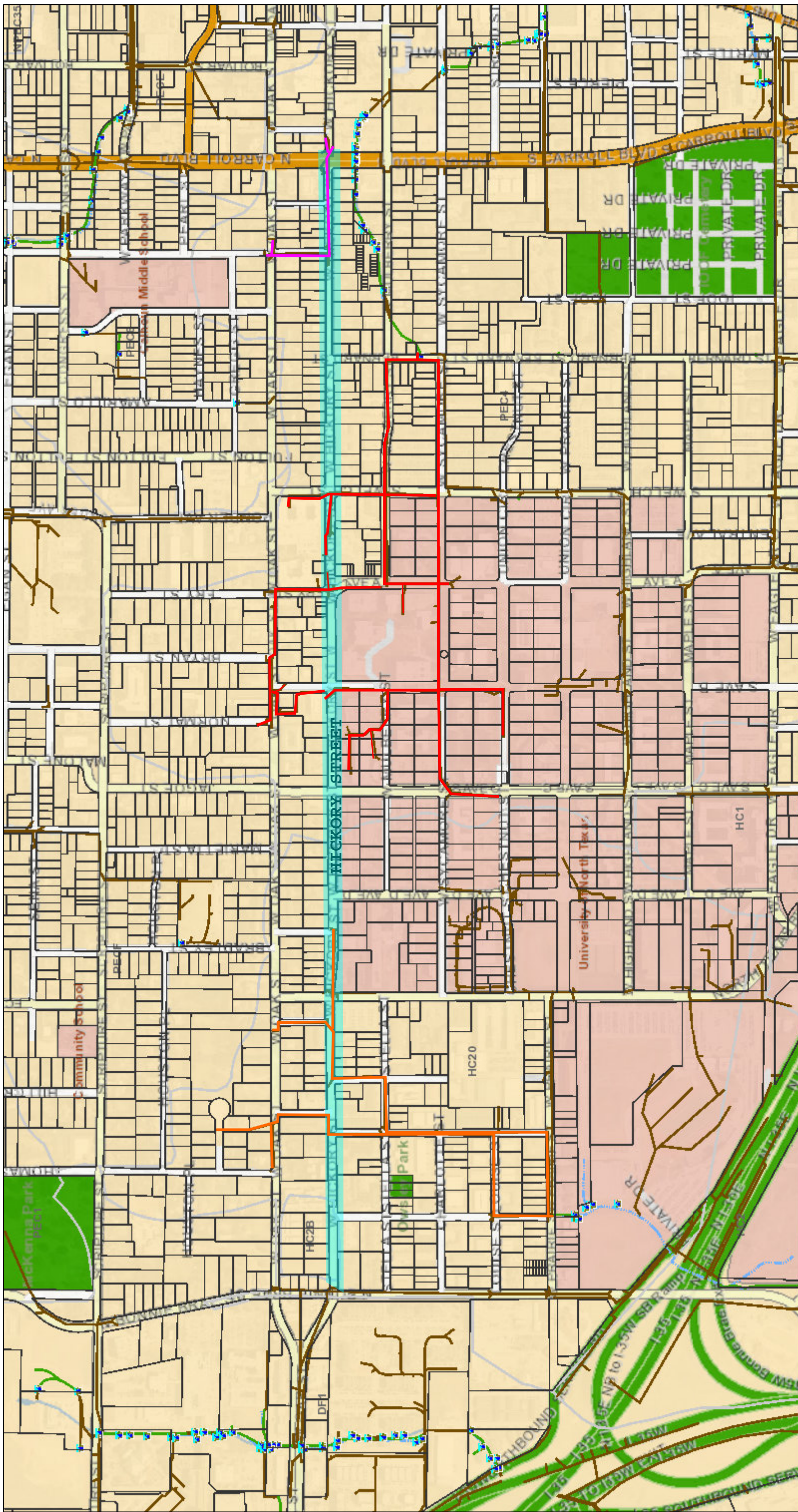
Initial Report	6 weeks after authorization to proceed
Future CIP Recommendations	5 weeks after completion of the Initial Report

Part II – Hickory Paving, Sidewalk and Lighting Plans

Preliminary Design Review Meeting	6 weeks after authorization to proceed
Preliminary Plans (75%)	8 weeks after Preliminary Design Review meeting
Final Plans (95%)	5 weeks after Preliminary Plan comments
Bid Documents (100%)	3 weeks after Final Plan comments

This schedule assumes an orderly progression of the ENGINEER's services. Delays beyond the control of the ENGINEER may be cause for extension of this period of service.

If CITY has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.



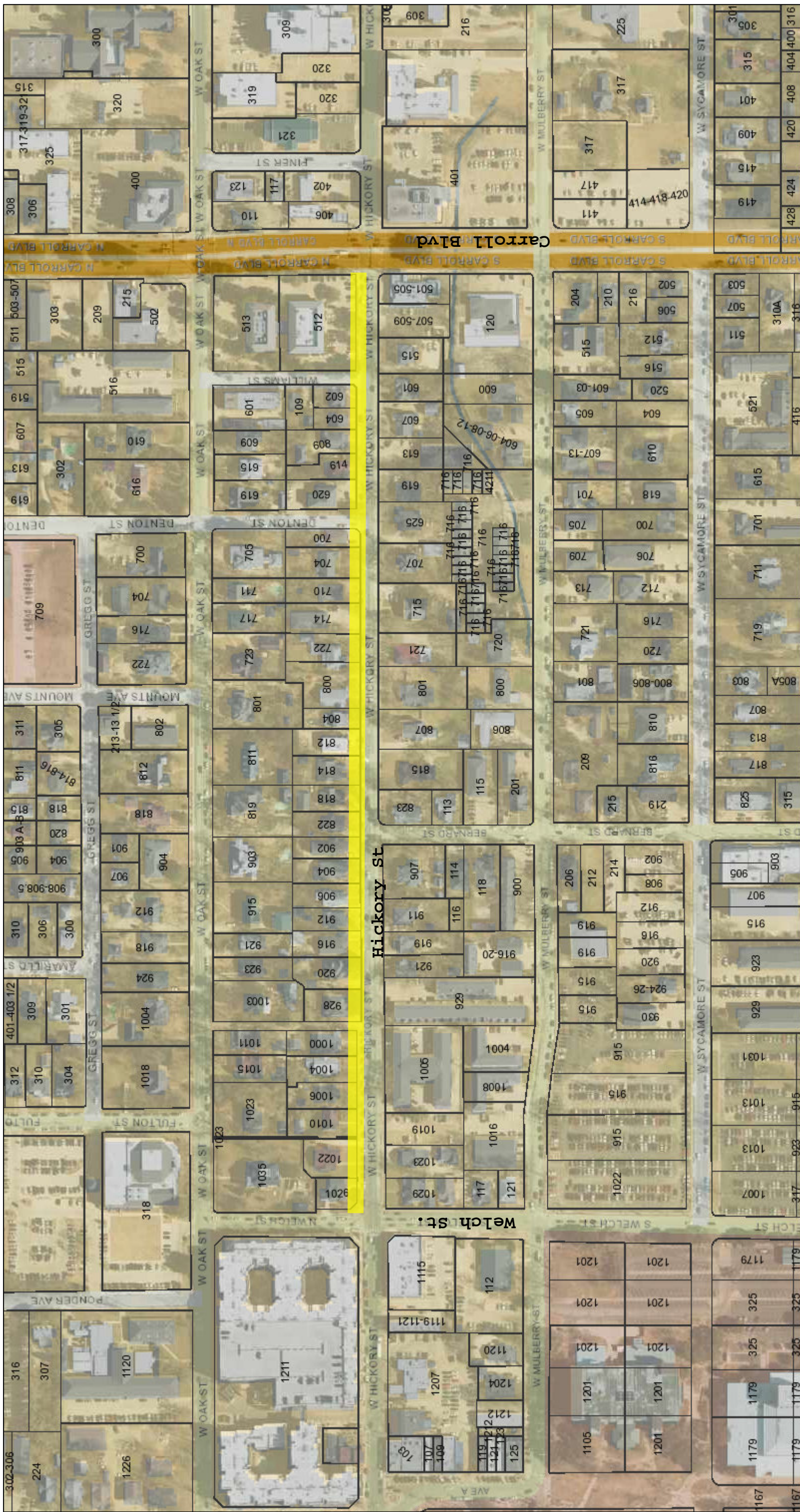
April 24, 2018

- - - Parcels
- - - Minor Basins
- - - Outfalls
- - - Channels
- - - Storm Pipes
- - - Drain Streams
- - - Red
- - - Green
- - - Blue

West Hickory Street - Attachment E-1
Part 1
Storm Drain Analysis

1:7,496



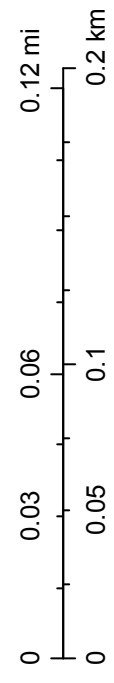


June 5, 2018

- Parcels
- Red
- Green
- Blue

West Hickory Street - Attachment E-2 Part 2 Paving & Sidewalks

1:2,555



Certificate Of Completion

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Subject: City Council Docusign Item - 6590-043 West Hickory Street Project PSA	
Source Envelope:	
Document Pages: 33	Signatures: 5
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jamie Cogdell
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Jamie.Cogdell@cityofdenton.com
	IP Address: 129.120.6.150

Record Tracking

Status: Original 10/1/2018 9:36:43 AM	Holder: Jamie Cogdell Jamie.Cogdell@cityofdenton.com	Location: DocuSign
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Signer Events


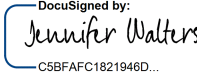
Signer Events	Signature	Timestamp
Jamie Cogdell jamie.cogdell@cityofdenton.com Senior Buyer City Of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 129.120.6.150	Sent: 10/1/2018 9:40:36 AM Viewed: 10/1/2018 9:40:51 AM Signed: 10/1/2018 9:41:34 AM

Mack Reinwand mack.reinwand@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	DocuSigned by: 7F9D328BF0204E5...	Sent: 10/1/2018 9:41:35 AM Viewed: 10/1/2018 1:34:08 PM Signed: 10/1/2018 1:37:25 PM
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Gary L Vickery gvickery@tnpinc.com Principal Teague Nall and Perkins, Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	DocuSigned by: 76635A0926E04B7...	Sent: 10/1/2018 1:37:29 PM Viewed: 10/1/2018 4:17:08 PM Signed: 10/1/2018 4:17:53 PM
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Todd Estes todd.estes@cityofdenton.com Director/City Engineer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/1/2018 4:17:08 PM ID: 8b4aa7ef-3ac0-4e48-8a5f-f3d24a881bc1	DocuSigned by: 4EA1529342DA4B7...	Sent: 10/1/2018 4:17:56 PM Viewed: 10/1/2018 7:47:46 PM Signed: 10/1/2018 8:01:51 PM
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Electronic Record and Signature Disclosure: Accepted: 10/1/2018 7:47:46 PM ID: 39e09abe-b7f8-42fc-a289-9e8ba194e48b
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Signer Events	Signature	Timestamp
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<p>Jennifer Walters jennifer.walters@cityofdenton.com City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  C5BF4FC1821946D...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150</p>	<p>Sent: 10/17/2018 8:56:48 AM Viewed: 10/18/2018 3:13:33 PM Signed: 10/18/2018 3:16:14 PM</p>

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

Carbon Copy Events	Status	Timestamp
<p>Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center;">COPIED</div>	<p>Sent: 10/1/2018 9:41:36 AM</p>
<p>Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center;">COPIED</div>	<p>Sent: 10/17/2018 8:40:10 AM Viewed: 10/18/2018 3:11:58 PM</p>

Carbon Copy Events	Status	Timestamp
<p>Jennifer Bridges jennifer.bridges@cityofdenton.com Procurement Assistant City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div>	<p>Sent: 10/18/2018 3:16:17 PM</p>
<p>Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div>	<p>Sent: 10/18/2018 3:16:18 PM Viewed: 10/18/2018 4:06:41 PM</p>
<p>Annie Bunger annie.bunger@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div>	<p>Sent: 10/18/2018 3:16:19 PM Viewed: 10/18/2018 3:50:20 PM</p>

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/18/2018 3:16:19 PM
Certified Delivered	Security Checked	10/18/2018 3:16:19 PM
Signing Complete	Security Checked	10/18/2018 3:16:19 PM
Completed	Security Checked	10/18/2018 3:16:19 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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

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