

DocuSign City Council Transmittal Coversheet

PSA	6590-088
File Name	CLEAR CREEK WASTEWATER LIFT STATION
Purchasing Contact	Crystal westbrook
City Council Target Date	March 31, 2020
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	20-684

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES #6590-088

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Garver, LLC, with its corporate office at 3010 Gaylord PKWY, STE 190, Frisco, TX 75034 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: engineering services for the design and construction phase services for the CLEAR CREEK WASTEWATER LIFT STATION AND FORCEMAIN (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 \$493,685 in the manner and in accordance with the fee schedule as set forth in Attachment A. 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 A.

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

SECTION 4 **Obligations of the Engineer**

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

C. Subsurface Investigations

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

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.
- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

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

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

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge,

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

H. Record Drawings

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

I. Right to Audit

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

of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

J. INSURANCE

(1) ENGINEER'S INSURANCE

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

physical damage coverage.

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

(2) GENERAL INSURANCE REQUIREMENTS

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

acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.
- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5 **Obligations of the City**

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

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**

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. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908

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

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

The contractor shall:

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

The 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.

O. 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, Project Schedule, and Compensation

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

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

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Todd Hileman
E776C711BA0D454...
TODD HILEMAN, CITY MANAGER

Date: April 1, 2020

BY:

DocuSigned by:
Jeffrey Sober
52B6BF81023949D...
JEFF SOBER, PRESIDENT

Date: 03/05/2020

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

DocuSigned by:
Frank Pugsley
22943FE13318483...
Signature

Director of Water and Wastewater Utilities

Title

water utilities

Department

Date Signed: 3/5/2020

2020-595720

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

DocuSigned by:
Mack Peinwand
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By: _____

ATTEST:
ROSA RIOS, CITY SECRETARY

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Rosa Rios
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By: _____

APPENDIX A – SCOPE OF SERVICES

Generally, the scope of services includes preliminary design for approximately 31,000 linear feet of 24-inch force main, a new 7 MGD (approximate ultimate capacity) lift station with consideration for future peak flow equalization, and approximately 6,500 linear feet of gravity sewer improvements. The proposed lift station is located on City of Denton owned property north of Hartlee Field Road and the proposed force main roughly follows the Collins Road right-of-way (ROW) south to a crossing of US 377 (E University Drive) where it roughly follows the Lakeview Blvd./S Trinity Road ROW south to Grissom Road for ultimate discharge into a manhole on the 21-inch gravity line going into Pecan Creek Wastewater Reclamation Plant (PCWRP). Garver will establish the final force main route, preliminary lift station layout, easement needs, identify permitting implications, and collect preliminary survey, geotechnical, and environmental to aid in development of alternatives. Garver will also prepare preliminary opinions of probable construction cost for the force main, lift station, and gravity sewer improvements.

Basic Services

1. General Items and Meetings

- 1.1. Kick-off Meeting – Conduct one (1) meeting with the City to confirm the goals, schedule, and deliverables for the project. Meeting minutes will be prepared and distributed by Garver.
- 1.2. Pre-Design Site Visit – Perform initial site visit to determine location and site conditions for the planned improvements.
- 1.3. PCWRP Coordination Meeting – Conduct one (1) meeting with the City to confirm and coordinate the discharge location and design limits to the PCWRP. Meeting minutes will be prepared and distributed by Garver.
- 1.4. Hydraulic Modeling Workshop – Participate in up to two (2) hydraulic modeling workshops with the City to review City-generated flow projections and infrastructure sizing/staging. Meeting minutes will be prepared and distributed by Garver.
- 1.5. PDR Review Meeting – Conduct one (1) meeting with the City to review the alternatives and recommendations in the preliminary design report and establish the desired alternative for preliminary design. Meeting minutes will be prepared and distributed by Garver.
- 1.6. Preliminary Design Workshop – Conduct one (1) meeting with the City to review the 30% plans and establish the desired path forward for final design. Meeting minutes will be prepared and distributed by Garver.
- 1.7. Miscellaneous Design Review Meetings – Conduct up to three (3) meetings with the City to review design items throughout the project. Meeting minutes will be prepared and distributed by Garver.
- 1.8. City of Denton Record Research – Coordinate with the City staff to obtain all available record drawings and electronic files for existing utilities along the project corridor.
- 1.9. Record Research – Research all existing, city and franchise, utilities along the route. Coordinate with agencies to obtain record drawings.

- 1.10. Team Management and Document Control – Manage all efforts of the project team, individual team members, and sub-consultants and maintain appropriate records and documentation of project decisions, modifications, activities, communication, correspondence, and schedules.
- 1.11. Quality Control - At the major milestones a Principal or Senior Engineer will conduct a review of the design. The QA/QC review will follow the Engineer's guidelines and procedures that have been established to assure the application of industry design practices. General quality control measures will be implemented throughout the execution of the project.

2. Stakeholder Coordination and Permit Identification

During this project it is assumed that Garver will be required to update and meet with various stakeholders regarding this project. Stakeholders may include Denton County, TxDOT, USACE, Atmos, & UPRR.

- 2.1. TxDOT – This task includes general coordination with TxDOT throughout the design phase in addition to one (1) design coordination meeting with TxDOT to discuss the US 377 crossing and any upcoming improvements to the area. Meeting minutes will be prepared and distributed by Garver. Garver will also identify the permitting requirements necessary for all proposed TxDOT ROW crossings.
- 2.2. Denton County – This task includes general coordination with Denton County throughout the design phase in addition to one (1) design coordination meeting with Denton County to discuss the use of County ROW. Meeting minutes will be prepared and distributed by Garver.
- 2.3. USACE – This task includes general coordination with the USACE throughout the design phase in addition to one (1) design coordination meeting with the USACE to discuss activities around the Clear Creek Natural Heritage Center. Meeting minutes will be prepared and distributed by Garver. Garver will also identify the potential permitting requirements necessary for work in this area.
- 2.4. Miscellaneous Stakeholder Coordination – identify and perform general coordination with remaining stakeholders to understand potential design impacts, permitting requirements, and construction constraints. This coordination will be done via phone or email and does not include additional coordination meetings.

3. Preliminary Design Report

Garver will develop the Preliminary Design Report (PDR), which will include the subtasks below:

- 3.1. Force Main Route Analysis – Identify potential betterments to the provided alignment taking into consideration the future development and roadway improvements. Betterments include general improvements to the existing route and do not include analysis of new pipeline corridors. Included in this task is an evaluation of the existing ROW/easements and what additional easements may be needed. Plan view exhibits will be prepared and provided to the City for discussion.
- 3.2. Gravity Interceptor Route Analysis – Identify routes for potential collection system gravity interceptors to convey flows to the proposed lift station. Up to two (2) alternatives will be evaluated for each collection system interceptor. Included in this task is an evaluation of the existing ROW/easements and what additional easements may be needed. Plan view exhibits will be prepared and provided to the City for discussion.

- 3.3. Hydraulic Evaluation – Garver will utilize GIS and proposed pipe routing to develop a hydraulic model the proposed lift station system including the gravity interceptor, peak flow equalization, lift station, and force main. Garver will host a hydraulic modeling workshop to confirm current and future flows, design criteria, and other assumptions necessary for model development. A system curve will be developed using flows provided by the Owner, and hydraulic profile of the existing water reclamation plant. The hydraulic model will be developed from the gravity interceptor through the discharge to the manhole upstream of the water reclamation plant. These evaluations will be used to confirm sizing and cycle times for the proposed system.
- 3.4. Conceptual Lift Station Design – Evaluate site location and prepare conceptual designs for the proposed lift station to convey the design flows established by the Owner. This includes preliminary wet well sizing, preliminary pump sizing, conceptual site layout, identifying electrical service needs, instrumentation and controls coordination, evaluating adjacent peak flow storage, and developing a phasing plan. Up to two (2) conceptual layouts for the lift station system will be evaluated.
- 3.5. Develop PDR – Garver will summarize the methodology and results of all evaluations/analyses for the proposed improvements in a preliminary design report. An electronic draft of the report will be submitted to the Owner for review. Owner review will be followed by the PDR Review Meeting. Upon receiving comments from the Owner, GARVER will incorporate comments and issue a final version of the PDR.
- 3.6. Conceptual OPCC – Garver will develop a conceptual level cost estimate (AACE Class 4) using recently bid local projects as well as direct coordination with manufacturers and vendors for significant systems of equipment. This OPCC will be included in the PDR. This cost estimate will have a 40% contingency associated with it.

4. Preliminary Design Plans

Once Garver receives written approval on the final PDR presented to the Owner at the PDR Review Meeting, Garver will begin developing 30% plans. The preliminary set of plans will include gravity interceptor, forcemain, lift station design. The preliminary design phase will represent approximately 30 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents. This task includes the following:

- 4.1. 30% Force Main Plans – Prepare alignment plan view drawings (1”:40’) scale for the proposed force main. Only profiles for known conflicts will be provided. These plans will be to a 30% level and will include the proposed pipeline, property ownership and easement needs, trenchless construction identified, and spacing to existing infrastructure. Appurtenance locations will not be included in this submittal. It is estimated that 22 plan sheets (stacked layouts) will be developed as part of this submittal in addition to schematic profiles of known conflicts. A coversheet and location map will be provided. No other construction notes, details, traffic control plans, specifications, etc. will be provided as part of this submittal.
- 4.2. 30% Lift Station Plans – Prepare preliminary drawings for the proposed lift station. These plans will be to a 30% level and will include site layout, process mechanical plan(s), structural plan(s), electrical one-line diagram(s), and a process and instrumentation diagram. A coversheet and location map will be provided. No other construction notes, details, traffic control plans, specifications, etc. will be provided as part of this submittal.

- 4.3. 30% Gravity Interceptor Plans – Prepare alignment plan and profile drawings (1":40') scale for the proposed gravity interceptors. These plans will be to a 30% level and will include proposed pipeline and manhole locations, property ownership and easement needs, trenchless construction identified, and spacing to existing infrastructure. It is estimated that 10 plan and profile sheets will be developed as part of this submittal. A coversheet and location map will be provided. No other construction notes, details, traffic control plans, specifications, etc. will be provided as part of this submittal.
- 4.4. Preliminary OPCC – Garver will develop a conceptual level cost estimate (AACE Class 3) using recently bid local projects as well as direct coordination with manufacturers and vendors for significant systems of equipment. This cost estimate will have a 30% contingency associated with it and will be presented at the Preliminary Design Workshop.

Special Services

5. Surveys

- 5.1. Establish project control using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202) and scaled to surface coordinates. The vertical values will be based on North American Vertical Datum of 1988 (NAV88) using Geoid 12B.
- 5.2. Provide aerial survey 200-feet on each side of the proposed alignment.
- 5.3. Collect LiDAR data and process point cloud to extract one-foot contours. Areas in which LiDAR cannot obtain elevation data i.e. heavy vegetation will be supplemented with public LiDAR data.
- 5.4. Show ownership and approximate property lines based on Denton County Appraisal City GIS data.

6. Geotechnical Services

- 6.1. Drill, classify, and perform pertinent tests on soils at eight (8) locations. All borings will be to a minimum depth of 35 feet below existing grade. Geotechnical testing will be performed to provide design data and recommendations for excavation techniques, structural elements, and any bores associated with the project. Observe groundwater seepage during drilling and at completion of drilling and obtain a 24-hour water level reading.
- 6.2. Prepare a preliminary report containing general recommendations regarding surface conditions, soil and geologic conditions along proposed pipeline alignment, excavation considerations, and anticipated settlement, compaction, fill, and trench protection requirements.

7. Environmental Services

Perform a Phase 1 Environmental Site Assessment (ESA) for this PROJECT to include, but not be limited to, the following tasks:

- 7.1. Obtain background data including, but not limited to, a GeoSearch Database Report that lists known hazardous material sites, water well sites, oil and gas well sites, floodplain maps, USGS topographic maps, current and historical aerial photography, and other readily available data. Conduct interviews (if possible) of current or past landowners or operators. Owner shall provide all information on environmentally sensitive or classified areas in the vicinity of the improvements.
- 7.2. Conduct a field visit (one day) for assessing the existing and proposed alignments and alternatives for potential hazardous materials.
- 7.3. Prepare a Phase I Environmental Site Assessment report summarizing the findings from the data review and on-site investigation for inclusion in the preliminary draft report. The report shall identify recognized environmental concerns which should be considered and potentially avoided during the development of evaluation of alternatives due to potential groundwater or soil contamination. The report will also identify regulatory requirements or resources (if any) that may require additional study for local, state, or federal permitting.

Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

- A. Three (3) hard copies and electronic PDF of the Preliminary Design Report.
- B. Three (3) half sized (11"x17") copies and electronic PDF of the Preliminary Design plans.
- C. One (1) copy and electronic PDF of the Geotechnical Report.
- D. Electronic files as requested.

Extra Work

The following items are not included under this agreement but will be considered as extra work:

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Submittals or deliverables in addition to those listed herein.
- C. Profiling of the force main outside of known conflicts.
- D. Topographic Survey
- E. Boundary survey or easement document preparation.
- F. Land or easement acquisition support.
- G. Subsurface Utility Engineering.
- H. Final design services.
- I. Construction phase services.
- J. Future flow projections or demand modeling. The City will provide anticipated flow projections for Garver's use in modeling.
- K. Design of any utilities other than what is described herein.
- L. Retaining walls or other significant structural design.
- M. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- N. USACE Permitting.
- O. Odor control.
- P. Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Survey	30 days from NTP
Geotechnical Engineering	60 days from NTP
Environmental Services	60 days from NTP
Draft PDR	90 days from NTP
Finalize PDR	30 days from receipt of Owner's comments
Preliminary Design Plans	60 days from written approval of Final PDR

**City of Denton
Clear Creek Basin Lift Station and Forcemain**

FEE SUMMARY

Task No.	Basic Services	Estimated Fees	Fee Type
1	General Items and Meetings	\$63,801	Lump Sum
2	Stakeholder Coordination and Permit Identification	\$21,920	Lump Sum
3	Preliminary Design Report	\$138,852	Lump Sum
4	Preliminary Design Plans	\$169,806	Lump Sum
Subtotal for Basic Services		\$394,379	
Task No.	Special Services	Estimated Fees	Fee Type
5	Survey	\$47,463	Time & Materials
6	Geotechnical Services	\$31,485	Time & Materials
7	Environmental Services	\$20,358	Lump Sum
Subtotal for Special Services		\$99,306	
Total Proposed Contract Amount		\$493,685.00	

**City of Denton
Clear Creek Basin Lift Station and Forcemain**

PRELIMINARY DESIGN

WORK TASK DESCRIPTION	Senior Engineer	Project Manager	Project Engineer	Engineer-In-Training	Environmental Specialist	Senior Environmental Specialist	Designer	Expenses	Subtotal	Subconsultant	Total Fee
	E-5	E-4	E-2	E-1	P-2	P-3	D-2				
hours											
1. General Items and Meetings											
1.1 Kickoff Meeting		8	4					\$100.00	\$2,224.00		\$2,224.00
1.2 Pre-Design Site Visit		8	4					\$100.00	\$2,224.00		\$2,224.00
1.3 PCWRP Coordination Meeting		2	3					\$100.00	\$901.00		\$901.00
1.4 Hydraulic Modeling Workshop (up to two)	8	16	16					\$750.00	\$7,942.00		\$7,942.00
1.5 PDR Review Meeting	2	8	10					\$100.00	\$3,500.00		\$3,500.00
1.6 Preliminary Design Workshop (30% Plan Review)	2	8	10					\$100.00	\$3,500.00		\$3,500.00
1.7 Miscellaneous Design Review Meetings (up to three)	6	6	12					\$300.00	\$4,506.00		\$4,506.00
1.8 City of Denton Record Research		2	12	12					\$3,408.00		\$3,408.00
1.9 Record Research		2	8	12					\$2,868.00		\$2,868.00
1.10 Team Management and Document Control		40		20					\$10,240.00		\$10,240.00
1.11 Quality Control	40	16		40			40		\$22,488.00		\$22,488.00
Subtotal - General Items	58	116	79	84	0	0	40	\$1,550.00	\$63,801.00	\$0.00	\$63,801.00
2. Stakeholder Coordination and Permit Identification											
2.1 TxDOT	6	8	12	20				\$100.00	\$7,022.00		\$7,022.00
2.2 Denton County	6	8	8	12				\$100.00	\$5,554.00		\$5,554.00
2.3 USACE	6	8	12	20				\$100.00	\$7,022.00		\$7,022.00
2.4 Miscellaneous Stakeholder Coordination	2			16					\$2,322.00		\$2,322.00
Subtotal - Stakeholder Coordination	20	24	32	68	0	0	0	\$300.00	\$21,920.00	\$0.00	\$21,920.00
3. Preliminary Design Report											
3.1 Force Main Route Analysis	4	32	40	96			60		\$31,844.00		\$31,844.00
3.2 Gravity Interceptor Sizing/Route Analysis	4	24	32	60			60		\$25,004.00		\$25,004.00
3.3 Hydraulic Evaluation	4	20	80						\$15,692.00		\$15,692.00
3.4 Conceptual Lift Station Design	12	36	100	40			40		\$33,424.00		\$33,424.00
3.5 PDR Development	16	72	92					\$250.00	\$28,906.00		\$28,906.00
3.6 Conceptual OPCC	2	8	4	12					\$3,982.00		\$3,982.00
Subtotal - Preliminary Design Report	42	192	256	300	0	0	160	\$250.00	\$138,852.00	\$0.00	\$138,852.00
4. Preliminary Design Plans											
4.1 30% Force Main Plans	8	24	80	100			200	\$250.00	\$56,066.00		\$56,066.00
4.2 30% Gravity Interceptor Plans	4	12	60	80			160	\$250.00	\$42,378.00		\$42,378.00
4.3 30% Lift Station Design	88	64	60	52	0	0	164	\$250.00	\$69,534.00		\$69,534.00
Process Design	40	16	60	20			60		\$30,948.00		\$30,948.00
Site Civil Design	16			8			24		\$7,872.00		\$7,872.00
Electrical Design	12	16	0	12			24		\$10,572.00		\$10,572.00
I&C Design	8						16		\$4,008.00		\$4,008.00
Structural Design	12	32	0	12			40		\$15,884.00		\$15,884.00
4.4 Preliminary OPCC	2	2	2	6					\$1,828.00		\$1,828.00
Subtotal - Preliminary Design Plans	102	102	202	238	0	0	524	\$750.00	\$169,806.00	\$0.00	\$169,806.00
5. Survey											
5.1 Collect LIDAR and Aerial Data		4	16	8			12		\$5,488.00	\$41,975.00	\$47,463.00
Subtotal - Survey	0	4	16	8	0	0	12	\$0.00	\$5,488.00	\$41,975.00	\$47,463.00
6. Geotechnical Services											
6.1 Drill up to eight borings/Preliminary Report	4			12			4		\$2,860.00	\$28,625.00	\$31,485.00
Subtotal - Geotech	4	0	0	12	0	0	4	\$0.00	\$2,860.00	\$28,625.00	\$31,485.00
7. Environmental Services											
7.1 Obtain background data		2				12		\$1,500.00	\$3,996.00		\$3,996.00
7.2 Field Visit						16		\$100.00	\$2,900.00		\$2,900.00
7.3 Phase I Environmental Site Assessment		4				60	10		\$13,462.00		\$13,462.00
Subtotal - Environmental	0	6	0	0	88	10	0	\$1,600.00	\$20,358.00	\$0.00	\$20,358.00
Total Hours	226	444	585	710	88	10	740	\$4,450.00	\$423,085.00	\$70,600.00	\$493,685.00
SUBTOTAL - GARVER									\$423,085.00		
SUBTOTAL - SUBCONSULTANTS									\$70,600.00		
TOTAL FEE:									\$493,685.00		

Exhibit CIQ

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. GARVER, LLC

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

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

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

N/A

Name of Officer

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

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

Yes

No

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?

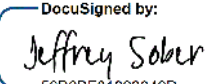
Yes

No

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

None

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:

 52B6BF81023949D... g business with the governmental entity

3/5/2020

Date

Certificate Of Completion


Envelope Id: 5630202E09904759B1E5006B034AB1B5	Status: Completed
Subject: Please DocuSign: City Council Contract 6590-088 Garver, LLC	
Source Envelope:	
Document Pages: 27	Signatures: 6
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Crystal Westbrook
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	crystal.westbrook@cityofdenton.com
	IP Address: 129.120.6.150

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Signer Events

Signer Events	Signature	Timestamp
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Frank Pugsley
 frank.pugsley@cityofdenton.com
 Water and Wastewater Utilities Director
 Security Level: Email, Account Authentication (None)

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Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Contract Administrator
 City of Denton
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Todd Hileman
 Todd.Hileman@cityofdenton.com
 City Manager
 City of Denton
 Security Level: Email, Account Authentication (None)

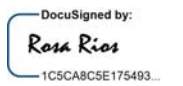
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Rosa Rios
 rosa.rios@cityofdenton.com
 City Secretary
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 129.120.6.150

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Car <input type="checkbox"/> on Cop <input type="checkbox"/> Events	Status	Timestamp
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Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Contract Administrator
 City of Denton
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

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Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/5/2020 4:08:39 PM
Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/1/2020 8:30:42 AM
Zolaina Parker Zolaina.Parker@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/1/2020 8:30:42 AM
Annie Bunger annie.bunger@cityofdenton.com Contract Control Specialist City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/1/2020 1:18:09 PM

Fitness Events	Signature	Timestamp
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Notar Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/1/2020 1:18:09 PM
Certified Delivered	Security Checked	4/1/2020 1:18:09 PM
Signing Complete	Security Checked	4/1/2020 1:18:09 PM
Completed	Security Checked	4/1/2020 1:18:09 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Required hardware and software

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

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

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