



## DocuSign City Council Transmittal Coversheet

PSA	7410
File Name	Masterplan villages of Carmel Park
Purchasing Contact	Erica Garcia
City Council Target Date	December 7, 2020
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	20-2390

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTING SERVICES  
FILE 7410**

STATE OF TEXAS           §

COUNTY OF DENTON       §

THIS AGREEMENT (the "Agreement") is made and entered into on 12/8/2020, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and Clasp Companies, LLC dba Valley Quest Design, with its corporate office at 212 S Elm St. Denton, TX 76201, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

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

**ARTICLE I  
CONSULTANT AS INDEPENDENT CONTRACTOR**

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

The Project shall include, without limitation, Masterplan - Villages of Carmel, as described in Exhibit A, which is on file at the purchasing office and incorporated herein (the "Project").

**ARTICLE II  
SCOPE OF BASIC SERVICES**

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

- A. The CONSULTANT shall perform all those services as necessary and as described in the OWNER's RFQ 7410 – Villages of Carmel Masterplan, which is on file at the purchasing office and made a part hereof as Exhibit A as if written word for word herein.
- B. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as Exhibit B as if written word for word herein.
- C. CONSULTANT shall perform all those services set forth in individual task orders, as described in Exhibit B, which shall be attached to this Agreement and made a part hereof.
- D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

### ARTICLE III ADDITIONAL SERVICES

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

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

**ARTICLE IV**  
**TIME OF COMPLETION**

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

**ARTICLE V**  
**COMPENSATION**

A. COMPENSATION TERMS:

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

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in **Exhibit B** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed **\$85,900**.

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

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

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

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

## ARTICLE VI OBSERVATION AND REVIEW OF THE WORK

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

## ARTICLE VII OWNERSHIP OF DOCUMENTS

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

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

### **ARTICLE VIII** **INDEMNITY AGREEMENT**

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

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

### **ARTICLE IX** **INSURANCE**

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

### **ARTICLE X** **ALTERNATIVE DISPUTE RESOLUTION**

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

### **ARTICLE XI** **TERMINATION OF AGREEMENT**

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

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

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

**ARTICLE XII**  
**RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

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

**ARTICLE XIII**  
**NOTICES**

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

To CONSULTANT:

CLAPS Companies dba Valley Quest Design  
 Andrew Cousins  
 212 S. Elm Street  
 Denton, TX 76201

To OWNER:

City of Denton  
 Purchasing Manager –File 7410  
 901B Texas Street  
 Denton, Texas 76201

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

**ARTICLE XIV**  
**ENTIRE AGREEMENT**

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

**ARTICLE XV**  
**SEVERABILITY**

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

**ARTICLE XVI**  
**COMPLIANCE WITH LAWS**

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

**ARTICLE XVII**  
**DISCRIMINATION PROHIBITED**

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

**ARTICLE XVIII**  
**PERSONNEL**

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

**ARTICLE XIX**  
**ASSIGNABILITY**

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



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

**ARTICLE XX**  
**MODIFICATION**

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

**ARTICLE XXI**  
**MISCELLANEOUS**

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

Exhibit A – RFQ 7410 – Masterplan Villages of Carmel (on file at the purchasing office)  
Exhibit B – Consultant’s Scope of Services Offer, Project Schedule and Rate Sheet  
Exhibit C – Consultant’s Insurance Requirements

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

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

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

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

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

## **ARTICLE XXII** **INDEPENDENT CONTRACTOR**

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

## **ARTICLE XXIII** **RIGHT TO AUDIT**

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

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

**ARTICLE XXIV**

**Prohibition On Contracts With Companies Boycotting Israel**

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

**ARTICLE XXV**

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

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

**ARTICLE XXVI**  
**CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING**

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

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

The contractor shall:

1. Log onto the State Ethics Commission Website at :  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](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](mailto:purchasing@cityofdenton.com) with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

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

**ARTICLE XXVII**  
**PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**

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

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date 12/8/2020.

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

CITY OF DENTON, TEXAS  
“OWNER”

DocuSigned by:  
Gary Packan  
AC6AE9F7A4284A9...  
Gary Packan  
PRINTED NAME

Director of Parks and Recreation  
TITLE

Parks & Recreation  
DEPARTMENT

DocuSigned by:  
Todd Hileman  
E776C711BA0D454...  
IAN, CITY MANAGER

ATTEST:  
CITY SECRETARY

DocuSigned by:  
BY Rosa Rios  
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APPROVED AS TO LEGAL FORM:  
AARON LEAL, CITY ATTORNEY

DocuSigned by:  
BY Mack Peinward  
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CLASP COMPANIES, LLC DBA  
VALLEY QUEST DESIGN  
“CONSULTANT”

DocuSigned by:  
Andrew Cousins  
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JUSINS  
ITS: President

2020-596399

TEXAS ETHICS COMMISSION  
CERTIFICATE NUMBER



## EXHIBIT B

**CONSULTING PROPOSAL** dated this 26<sup>th</sup> day of August 2020

**FOR:**

Drew Huffman  
Superintendent, Parks and Recreation - City of Denton  
321 E McKinney St.  
Denton, TX 76205  
(CLIENT)

**BY:**

CLASP Companies, LLC (dba) Valley Quest Design  
Andrew Cousins - Principal  
212 S. Elm Street, Ste. 120  
Denton, TX 76201  
(CONSULTANT)

**PROJECT:**

Landscape Architecture: *Villages at Carmel Park*

**UNDERSTANDING:**

The CLIENT is of the opinion that the CONSULTANT has the necessary qualifications, experience, and abilities to provide the services described herein.

The CONSULTANT is agreeable to providing the services to the CLIENT on the terms and conditions set out in this agreement.

The CLIENT understands that the CONSULTANT will not be responsible for any program or planning decisions made prior to being contracted for the scope described within.

It is understood by the CLIENT that the scope and fees described herein are being prepared by the CONSULTANT as one bid package.

It is understood that if the CLIENT expands the program significantly beyond what is listed in the anticipated program below, an additional services will be requested.

It is understood by both the CLIENT and the CONSULTANT that the terms of this proposal are good for 45 days from the time of receipt. Proposal fee is subject to adjustment thereafter.

The CLIENT agrees to engage the CONSULTANT to provide the CLIENT with the basic services consisting of consisting of planning and design services for the development of a new park in Denton, TX comprised of approximately 6.4 acres.

**SCOPE OF SERVICES:**

The SUBCONSULTANT will perform the work associated with *the planning and design of the Villages at Carmel Park*. The CLIENT agrees to engage the CONSULTANT to provide the CLIENT with the basic services consisting of consisting of public involvement, master planning, conceptual design, design development and preparation of permitting and construction documents for the park improvements. The CONSULTANT will not engage in the bidding or construction phase services as part of the basic scope of services.

CONSULTANT services will include master planning, design and construction tasks associated with the following potential site program elements, to be determined by the outcome of the public involvement process:

**Valley Quest DESIGN**

t: 214.597.1415  
e: [andrew@vq-design.com](mailto:andrew@vq-design.com)

212 South Elm Street  
Denton, Texas 76201

[www.vq-design.com](http://www.vq-design.com)



- Demolition and removal of existing site elements to allow for installation of the new park improvements.
- A multi-use concrete "loop trail", establishing connections to the neighboring communities.
- Landscape planting improvements associated with proposed park elements, plus the required irrigation.
- Playground(s) including play equipment and safety surfacing
- Prefabricated shade structure or pavilion
- Site amenities, such as litter receptacles, benches, bike racks and picnic tables
- Lighting design associated with trail and entry areas, the shade structure, pre-fabricated restroom facility and accent/architectural lighting, including the required, associated electrical distribution.
- An outdoor drinking fountain, including the associated water service and drainage.
- Interpretive/educational signage.

CONSULTANT will engage multiple sub-consultants as independent contractors to provide the basic scope of work. Sub-consulting team may include the following disciplines and services:

- Civil Engineering
  - On-site drainage and utility design
  - Grading
  - Erosion control/SWPPP
- Environmental
  - Phase 1 research, studies & report
- Electrical
  - Site lighting design
  - Shade structure lighting design
- Structural
  - Shade structure system structural design
  - Site elements foundation design
- Geotechnical Engineering (if necessary)
  - Soils reporting
  - Engineering recommendations
  - Materials testing
- Irrigation
  - Irrigation system design for proposed plantings

Services will include the following:

#### 1.01 ENVIRONMENTAL AND SITE INVESTIGATION SERVICES

- Site Inventory and Analysis, including the following services:
  - Site visits, research, photography and related activities to gather information on the existing site, surroundings and neighborhood context.
  - Analysis of site findings contained in a report and/or graphic exhibit displaying the existing site features and factors impacting the project. This exhibit will be geared towards informing both the CLIENT and the general public of the unique opportunities and constraints involved in developing the intended park use at the project location.
- Phase 1 Environmental, including the following services:
  - A review of all accessible historical documentation on the property, including but not limited to prior Phase I reports, correspondence, laboratory data, etc.
  - A visual inspection of the properties and adjacent properties including, where present and accessible, buildings and structures, equipment containing



polychlorinated biphenyls (PCBs), chemicals/fuel/drum unloading and storage areas, process tanks/equipment, catch basins/drains, vegetation, water features, geologic features, and waste disposal areas.

- o A local, state, and federal records investigation, to the extent necessary, to establish the history of the use of the site and nearby surrounding properties and the potential for recognized environmental conditions arising out of prior uses.
- o If available, a review of historical aerial photographs, topographic maps, building department records, land use records, and Sanborn fire insurance rate maps for the site.
- o A review of land title records, if provided by the Client.
- o Identification of any 'data gaps' in the history of the property and an opinion of the significance of the information relative to environmental impacts on the site.
- o A report of any observable hazardous materials on the property.
- o The "User Questionnaire," which is a document required under ASTM Standard Practice E1527-13, is attached and should be completed by the client and returned with the signed proposal.
- o Prepare and provide a PDF copy of the Phase I ESA report describing the findings, conclusions, and recommendations of the assessment for the subject property. The report can be completed and submitted within 10 to 14 business days, once written authorization to proceed is received and full access to the property is provided. The client will arrange access to the site with on-site tenants (if any) on behalf of the consultant. The consultant will coordinate with the client to schedule the site visit(s).
- Geotechnical investigation and recommendations that include the following:
  - o Drilling of three (3) borings to a depth of five (5') feet into bedrock or a maximum depth of twenty-five (25') feet.
  - o One (1) visit to the site with the CLIENT to determine and gain approval for boring locations.
  - o Soil sample testing that shall include the following tests:
    - a. Moisture Content, Atterberg Limits, Swell Tests, Unconfined Compression Testing, Pocket Penetrometer Readings, Determination of Suction Values, Hydrometer, % fine clay readings, % Passing #200 Sieve, Unit Weight Determinations.
  - o Preparation of a written geotechnical investigation report that shall include the following information:
    - a. Report and Recommendations for shade covering foundations, wall foundations, pedestrian pavement design, light pole footing design, bearing values, Potential Vertical Movement estimates, and required soil modification to reduce the PVM.
    - b. Boring Logs with full testing data.

#### 1.02 PUBLIC INVOLVEMENT & CONCEPT DESIGN SERVICES

- Participate in one (1) virtual "kickoff" meeting with city staff to confirm scope, discuss the project approach, the objectives, the schedule, and the budget.
- City municipal code requirements research, including a coordination meeting/phone call with the City of Denton's landscape plan administrator and/or Park and Recreation Department staff.
- Review of any existing master planning, needs assessments, facilities inventories, or public surveys, etc.
- Participate in one (1) virtual public meeting to gather input and stakeholder data as to what type of park and program is desired for the Villages at Carmel Park.
- Preparation of three (3) alternative concept plans using as-builts, record drawings and/or existing survey information, and incorporating the program elements. These concept plans will incorporate the layout of proposed site improvements listed in the Scope of Work. Deliverables will be pdf copies of the plan. Plans will include a display





of precedent images and park product cut sheets to illustrate/support the design intent.

- Participation in one (1) virtual meeting with City staff to present/discuss the concept plans. The intention of this meeting will be to illustrate how the stakeholder recommendations were incorporated into the direction for the concepts and confirm the proposed and program and design meets the city's intentions.
- Participate in one (1) virtual public meeting to present the concepts and gain approval for a single concept that can be used for further development.
- Preparation of one (1) final concept plan using stakeholder and park staff recommendations. The concept plan will incorporate the layout of proposed site improvements listed in the Scope of Work. Deliverables will be pdf copies of the plan. Plan will be a color-rendered presentation graphic that will clearly layout out all of the proposed improvements and will include a display of precedent images and park product cut sheets to illustrate/support the final design.
- Preparation of a preliminary opinion of probable construction costs based on the approved concept plan. This version will not be prepared by a third-party estimator.
- Participate in one (1) virtual meeting with city staff and the Parks Board to present the final, preferred concept.
- Participate in one (1) virtual meeting at City Council to present the final, preferred concept and the anticipated cost of construction.

#### 1.03 DESIGN DEVELOPMENT SERVICES

- Preparation of Design Development documents that illustrate an approximate 60% level of Construction Document completion.
- The CONSULTANT will prepare a set of construction documents that will incorporate the comments on the approved Concept Plan. The Design Development documents will include plans/sections/elevations, showing critical dimensions and features for the following:
  - Site layout (pedestrian circulation, pavilion/shade structure, play/fitness equipment, park entry, perimeter fencing, and unprogrammed play areas).
  - Selection of surface finishes (i.e. paving, pavers, FIBAR, turf, or EPDM safety surfacing).
  - Lighting fixture selection and layout.
  - Layout of the power and electrical distribution system.
  - Preliminary sections and elevations to illustrate design intent.
  - Preliminary grading plan.
  - Water line routing (if restroom or drinking fountain are in the program).
  - Preliminary planting layout.
  - Irrigation mainline routing, point of connection and sleeving.
- The Design Development documents will be submitted to the CLIENT for review and approval in pdf format.
- Preparation of an opinion of probable construction costs based on the design development documents. This version will not be prepared by a third-party estimator.
- Participation in one (1) progress review meeting with the CLIENT.
- Coordination with various vendors to select and lay out the new playground and fitness equipment, etc. including obtaining new or updated quotes.

#### 1.04 SITE PLANNING SERVICES

- Preparation of a Site Plan, utilizing the approved concept plan and comments received at the Preliminary Development Meeting, for submitting to the City of Denton Development Services, which will include all the applicable items required per the checklist for *Zoning Compliance Plan* (ZCP) approval. Deliverables will be pdf copies of the plan(s). It is anticipated that the CLIENT will assist Valley Quest Design with the site planning efforts as this project does not fit the typical private development program.



- Preparation of a Landscape Plan set to be submitted for planning approval as part of the ZCP package (deliverables will be pdf copies of the plan). The set of plans associated with this submittal include the following:
  - Site Plan
  - \*Tree Preservation Plan (see additional services)
  - Landscape Plan
  - Preliminary Grading Plan
  - Preliminary Utility Plan
- Preparation of the detailed \*Tree Survey and Tree Preservation Plan (see additional services) which will be reflective of the approved concept plan that was generated for client and stakeholder input.
- Site Plan services include submittal and comment resolution to reach approved ZCP status (anticipating addressing two rounds of city comments). The plans will include the checklist items as required by the City of Denton.
- Participation in up to two (2) progress / review meetings with the CLIENT and the prime consultant only.

#### 1.05 CONSTRUCTION DOCUMENTS

- Preparation of Construction Documents that illustrate a 95% and Final level of completion after approval of the Design Development and Zoning Compliance Plan has been given.
- The CONSULTANT will prepare a set of construction documents that will incorporate the comments on the Design Development and will document the following:
  - Existing Conditions and Demolition Plan.
  - Erosion Control Plan that includes associated details and regulatory language that meets City of Denton and TCEQ requirements.
  - Construction Layout Plan for all "hardscape" improvements and site amenities such as trash receptacles, benches, and bike racks.
  - Preparation of a Grading Plan that includes existing and proposed contour lines, spot grades, top of wall elevations, finish floor elevations and top of inlet elevations. The Grading Plan will illustrate compliance with TDLR requirements for accessible route from the sidewalks along Swisher Road and Edwards Road to each proposed park element.
  - Utility Plan that includes water line service. Accompanying the Utility Plan will be water details that comply with city standards.
  - Drainage Plan that includes storm drainage collection lines and a drainage area map. Accompanying the Drainage Plan will be storm drainage details that comply with city standards.
  - Architectural Plans, Sections, Elevations, and Details for the Shade Structure.
  - Site Electrical Plans, Details and Schedules.
  - Electrical and Power Distribution Plan and Details.
  - Structural Details for the proposed shade structure and all site improvements requiring structural foundations, footings, etc.
  - Planting Plan that includes size, quantity and plant locations for each plant type, as well as associated planting details. Planting Plan will also include the turf grass in the common areas as well as the open play area.
  - Irrigation Plan and Details.
  - Site Construction details (signage, pedestrian paving, play features, site amenities, specialty paving, etc.). City of Denton standard details will be applied where applicable.
- Preparation of an opinion of probable construction costs based on the 95% construction documents.
- Preparation / compilation of a Project Manual consisting of Bid and Contract Requirements (templates provided by CLIENT) and Technical Specifications.
- Participation in one (1) progress review meeting with the CLIENT at each submittal.
- Design modifications will be made, as required, to balance the project scope and construction budget.



- Construction drawings will be submitted for engineering and building permit review upon completion of construction documents.
- Construction documents will be revised to address review comments received from the CLIENT at each submittal.
- Provide final, signed and sealed construction documents by all required licensed professionals.
- Design coordination and progress meetings will be held as needed with the Design Team during the Construction Document Phase.

#### DESIGN DELIVERABLES

- Coordination products: sketches, redlines, calculations, etc.
- A digital pdf copy of the Design Development (60%) documents.
- A digital pdf copy of the 95% and Final Construction documents.
- A digital pdf copy of the Specifications Book.
- A digital copy of the opinion of probable construction cost review.
- Digital copy of all meeting notes.
- Digital copy of engineering and building permit review construction drawings.

#### 1.06 CLIENT RESPONSIBILITIES

- Public outreach for notification of public meetings or requests for public surveys.
- Scheduling and coordination of all public and city meetings.
- Provide plan review and administrative coordination during each project phase.
- Approval of budgets prior to advancing to further phases of design.
- Approval of scheduling.
- Front-end (boiler plate) Bid documents for inclusion in the project manual.
- Digital files of existing improvements, environmental reports, needs assessments, public surveys, design guidelines, etc. if available.
- Associated legal documents for all encumbrances (old or new) within or adjacent to the proposed site.
- Access rights to the property and adjacent properties (if necessary) for the purposes of this project.
- Applicable city standard details and specifications.
- Coordination and assistance with plan review involving other city departments.
- Coordination with bidders regarding the plan changes.
- City review or permitting fees.

#### 1.07 ITEMS NOT INCLUDED IN THIS SCOPE OF SERVICES:

- Any platting revisions or platting services.
- Offsite or downstream Topographic Surveys.
- Tree survey or Tree Preservation Plans
- Public Involvement or council presentations beyond those listed in the basic scope.
- 3d model.
- Construction materials testing.
- Traffic Impact Analysis
- Perimeter street paving design.
- Value engineering.
- Preparation of flood studies LOMR, CLOMR, FEMA, etc.
- Environmental services beyond Phase 1.
- SWPPP
- Design of any off-site improvements.
- Franchise utility design.
- LEED design.
- Alternate Bid Items
- Zoning or entitlements.
- Landscape / low voltage lighting.



- Bidding assistance.
- Construction administration.
- Record drawings.
- TDLR submittal.
- Major modifications to design/plans after final concept has been selected (greater than 20% of site improvement area).

#### 1.08 SCHEDULE:

The CLIENT agrees to a reasonable schedule for delivery of the scope of services, to be determined by the CLIENT as project milestones are set by the CLIENT. Tentative schedule, subject to change during the project, is as follows:

- Notice to proceed (Council approval): **September 15<sup>th</sup>, 2020**
- Topo Survey/Discovery Phase: **October 10<sup>th</sup>, 2020**
- Public Meeting#1: **October 20<sup>th</sup>, 2020**
- Concept Development Completion: **December 12<sup>th</sup>, 2020**
- Bid documents complete: **March 30<sup>th</sup>, 2021**
- Grant Application submitted: **November 2021**

#### COMPENSATION:

The CLIENT agrees to compensate the SUBCONSULTANT for performing the basic services as listed in the scope of services at hourly fee rates, not to exceed a total sum of **\$85,900.00; eighty-five thousand nine hundred dollars and zero cents**. broken down as follows:

- For the ENVIRONMENTAL AND SITE INVESTIGATION SERVICES (Task 1.01) an hourly, not to exceed sum of **\$8,600.00; eight thousand six hundred dollars and zero cents**.
- For the PUBLIC INVOLVEMENT AND CONCEPT DESIGN SERVICES (Task 1.02) an hourly, not to exceed sum of **\$10,300.00; ten thousand three hundred dollars and zero cents**.
- For the DESIGN DEVELOPMENT SERVICES (Task 1.03) an hourly, not to exceed sum of **\$6,000.00; six thousand dollars and zero cents**.
- For the SITE PLANNING SERVICES (Task 1.04) an hourly, not to exceed sum of **\$15,500.00; fifteen thousand five hundred dollars and zero cents**.
- For the CONSTRUCTION DOCUMENT SERVICES (Task 1.05) an hourly, not to exceed sum of **\$45,500.00; forty-five thousand five hundred dollars and zero cents**.
- Reimbursable expense costs are not included in the amounts above and shall be billed at cost, plus 10%. These costs include, but are not limited to courier fees, reprographics, mileage, accessibility review/inspection fees and travel expenses.

Monthly progress or milestone invoices for basic services and additional services submitted by Consultant are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days. Payments shall be delivered by wire or check to the address for Consultant set forth on Page 1. A service charge on all past due accounts will accrue at the rate of 1½% per month or the maximum allowed by law, whichever is less.

#### ADDITIONAL SERVICES:

The CONSULTANT may provide services beyond the CONSULTANT's basic service listed in the scope of services upon written authorization from the CLIENT. Additional services shall be provided on either a fixed-fee or hourly basis with a mutually agreed, not-to-exceed amount.

- Tree inventory and tree preservation plan consisting of the following services:
  - Tree inventory services for the entire property (potentially 600 trees). Tree survey/inventory assistance services consisting of tagging with a numbered tag, flagging, sizing and species identification of existing trees within the



additional acreage. Only those trees which are of the size and species required by the City of Denton to be surveyed will be included. The effort of locating and exhibiting the existing trees on the tree survey will be performed by the CLIENT's (or OWNER's) surveyor and later provided to the CLIENT's consulting team in a CAD file with the coordinating tree tag numbers for use in developing future tree preservation plans or exhibits. Deliverable will be a spreadsheet containing supporting data for the existing trees that will be shared with the surveyor.

NOTE: Tree inventory services will require some under-story brush clearing to safely approach and evaluate trees in thick vegetated / forested locations on the site. **CONSULTANT will perform or arrange clearing services unless otherwise directed by the CLIENT.** Only plants categorized as brush, shrubs, forbes, grass, vines, etc. will be removed, as well as occasional seedling trees, less than 3" diameter will be removed.

- o Preparation of a preliminary Tree Preservation data table to evaluate tree mitigation impact. This is a *worst-case scenario* assessment for development feasibility purposes (not for submitting to the City for approvals). Deliverables will be pdf and excel copies of the spreadsheet.
  - For the tree inventory services, an hourly not to exceed sum of **\$5,900.00; five thousand nine hundred dollars and zero cents.**
- o Preparation of a **Tree Preservation Plan** utilizing the topo survey (prepared by others) and the tree inventory prepared by Valley Quest Design for submitting to the City of Denton Development Services Review Committee. Includes submittal and one round of comment resolution to reach approved status. Deliverables will be pdf copies of the plan.
  - For the tree preservation plan services, an hourly not to exceed sum of **\$1,900.00; one thousand nine hundred dollars and zero cents.**
- Identification and flagging of invasive plant species for removal (i.e. Chinese Privet, etc.).
- Coordinate submittal of construction documents to the Texas Department of Licensing and Regulation (TDLR) or a designated independent reviewer for review and inspection. Application fees for the reviews will be designated as a direct expense and are subject to reimbursement as described in the Compensation portion of this Agreement. CONSULTANT will work with accessibility review staff for final plan approval and inspection. The plans will be revised as needed to obtain approval.
- CONSULTANT will be responsible for preparing the application and payment of associated TDLR registration, review and inspection fees (which will be reimbursed as a billable expense).
- Additional meetings or site visits beyond those listed in basic scope.
- Additional topographic survey.
- Additional geotechnical borings beyond those listed in basic scope.
- Plan presentation graphics beyond those listed above.
- Grant writing assistance.
- Bidding assistance and construction administration.
- Plan revisions due to owner-requested change in land use or other building/site changes resulting in modifications to 20% or more of the site design after concept approval.
- Additional revisions/efforts requested will be performed on an hourly basis with hourly rates according to the compensation hourly rates sheet.

Exhibit C

## CITY OF DENTON INSURANCE REQUIREMENTS FOR CONTRACTORS

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

### STANDARD PROVISIONS:

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

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

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

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

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

**SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

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

**[X] A. General Liability Insurance:**

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

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

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

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

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

**[X] Automobile Liability Insurance:**

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

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

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

**[X] Workers' Compensation Insurance**

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



of the Texas Labor Code and rule 28TAC 110.110 of the Texas Worker's Compensation Commission (TWCC).

**Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least combined bodily injury and property damage per occurrence with a \_\_\_\_\_ aggregate.

**Professional Liability Insurance**

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

**Builders' Risk Insurance**

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

**Commercial Crime**

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

**Additional Insurance**

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

## ATTACHMENT 1

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

#### A. Definitions:

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

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

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

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

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

- 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

**CONFLICT OF INTEREST QUESTIONNAIRE - 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.**  
Clasp Companies, LLC dba valley Quest Design

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**  
  
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

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

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

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?  
 Yes       No
- B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?  
 Yes       No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?  
 Yes       No
- D. Describe each employment or business and family relationship with the local government officer named in this section.

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

**5** DocuSigned by:  
Andrew Cousins \_\_\_\_\_ Date \_\_\_\_\_  
747B8965AA19434.....g business with the governmental entity

## Certificate Of Completion

Envelope Id: 31D4C328577540DBA37D057C7E0147D5	Status: Completed
Subject: Please DocuSign: City Council Contract 7410 Villages of Carmel	
Source Envelope:	
Document Pages: 29	Signatures: 6
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Erica Garcia
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	erica.garcia@cityofdenton.com
	IP Address: 198.49.140.104

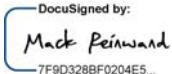
## Record Tracking

Status: Original	Holder: Erica Garcia	Location: DocuSign
11/2/2020 7:50:13 PM	erica.garcia@cityofdenton.com	

## Signer Events


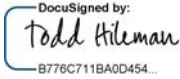

Signer Events	Signature	Timestamp
Erica Garcia erica.garcia@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 97.94.198.112	Sent: 11/2/2020 8:08:20 PM Viewed: 11/2/2020 8:08:31 PM Signed: 11/2/2020 8:10:01 PM

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 11/2/2020 8:10:02 PM Viewed: 11/3/2020 7:58:23 AM Signed: 11/3/2020 8:00:10 AM
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Mack Reinwand mack.reinwand@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Pre-selected Style Using IP Address: 50.27.157.167	Sent: 11/3/2020 8:00:14 AM Viewed: 11/10/2020 7:38:49 AM Signed: 11/10/2020 7:40:06 AM
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Andrew Cousins andrew@vq-design.com President Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Pre-selected Style Using IP Address: 47.190.52.55	Sent: 11/10/2020 7:40:10 AM Viewed: 11/10/2020 2:15:36 PM Signed: 11/10/2020 2:35:40 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 11/10/2020 2:15:36 PM  
ID: 40b555b8-a0b6-4cb3-b457-b5def66cbe4f

Signer Events	Signature	Timestamp
<p>Gary Packan  Gary.Packan@cityofdenton.com  Director of Parks and Recreation  Parks and Recreation  Security Level: Email, Account Authentication  (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 11/10/2020 3:19:35 PM  ID: 74954a47-1ec5-40ff-a9cb-523364be0ebc</p>	<p>DocuSigned by:    AC6AE9F7A4264A9...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 198.49.140.104</p>	<p>Sent: 11/10/2020 2:35:45 PM  Viewed: 11/10/2020 3:19:35 PM  Signed: 11/11/2020 8:11:39 PM</p>
<p>Cheyenne Defee  cheyenne.defee@cityofdenton.com  Contract Administrator  City of Denton  Security Level: Email, Account Authentication  (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 198.49.140.104</p>	<p>Sent: 11/11/2020 8:11:42 PM  Viewed: 12/8/2020 10:18:52 AM  Signed: 12/8/2020 10:19:07 AM</p>
<p><input type="checkbox"/> Todd Hileman  <input type="checkbox"/> Todd.Hileman@cityofdenton.com  City Manager  City of Denton  Security Level: Email, Account Authentication  (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 7/25/2017 11:02:14 AM  ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21</p>	<p>DocuSigned by:    B776C711BA0D454...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 47.184.93.41</p>	<p>Sent: 12/8/2020 10:19:10 AM  Viewed: 12/8/2020 10:47:46 AM  Signed: 12/8/2020 10:47:50 AM</p>
<p>Rosa Rios  rosa.rios@cityofdenton.com  City Secretary  Security Level: Email, Account Authentication  (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 12/8/2020 12:44:08 PM  ID: c726cfea-5814-4de2-b1cb-32c98952a232</p>	<p>DocuSigned by:    1C5CA8C5E175493...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 198.49.140.10</p>	<p>Sent: 12/8/2020 10:47:53 AM  Viewed: 12/8/2020 12:44:08 PM  Signed: 12/8/2020 12:44:30 PM</p>

Person Signer Events	Signature	Timestamp
<b>Editor Deliver Events</b>	Status	Timestamp
<b>Agent Deliver Events</b>	Status	Timestamp
<b>Intermediar Deliver Events</b>	Status	Timestamp
<b>Certified Deliver Events</b>	Status	Timestamp
<b>Car on Cop Events</b>	Status	Timestamp
<p>Cheyenne Defee  cheyenne.defee@cityofdenton.com  Contract Administrator  City of Denton  Security Level: Email, Account Authentication  (None)</p> <p><b>Electronic Record and Signature Disclosure:</b></p>	<div style="border: 2px solid blue; padding: 10px; text-align: center; font-size: 24px; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 11/2/2020 8:10:03 PM</p>

Carion Cop Events	Status	Timestamp
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Not Offered via DocuSign		
Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/11/2020 8:11:42 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Colina Parker colina.parker@cityofdenton.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/8/2020 12:44:33 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Drew Huffman Drew.Huffman@cityofdenton.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/8/2020 12:44:34 PM

Electronic Record and Signature Disclosure:  
 Accepted: 7/13/2018 2:52:26 PM  
 ID: 0fcc9a04-4fe5-41d0-935e-32877832cf92

Witness 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	11/2/2020 8:08:20 PM
Certified Delivered	Security Checked	12/8/2020 12:44:08 PM
Signing Complete	Security Checked	12/8/2020 12:44:30 PM
Completed	Security Checked	12/8/2020 12:44:34 PM

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

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

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