

## DocuSign City Manager Approval Transmittal Coversheet

|                    |   |
|--------------------|---|
| File               | 6108  |
| File Name          | Traffic Signal Design Elm/Oak & Elm/Hickory Intersections |
| Purchasing Contact | Jody word   |

## **AGENDA INFORMATION SHEET**

**AGENDA DATE:** March 31, 2016

Questions concerning this acquisition may be directed to Curt Arndt, 349-7342

**DEPARTMENT:** Traffic Operations

**ACM:** Howard Martin

---

### **SUBJECT**

Consider recommending adoption of an ordinance of the City of Denton authorizing the City Manager or his designee to execute a contract under Section 791.001 of the State of Texas Government Code, and to authorize the City of Denton to use Teague Nall and Perkins as the Professional Design Engineer, related to the Traffic Signal Replacement Program for signals located at Elm Street at Oak Street, and Elm Street at Hickory Street in the amount of \$82,100 (File 6108).

### **FILE INFORMATION**

This Agreement will consist of preparation of construction plans for traffic signals at Elm Street at Oak Street, and Elm Street at Hickory Street. Teague Nall and Perkins will develop traffic signal plans following current city standards that can be used by the City's signal installation contractor to install the following construction elements: new traffic signal controls, pavement markings, and new ADA ramps where applicable. These two intersections are among the oldest in Denton (36 years old) and were slated for replacement in the 2014 Capital Improvement Plan Bond Program.

### **RECOMMENDATION**

Approve this agreement with Teague Nall and Perkins in the amount of \$82,100.

### **PRINCIPAL PLACE OF BUSINESS**

Teague Nall Perkins  
Denton, TX

### **ESTIMATED SCHEDULE OF PROJECT**

This agreement will be effective when signed and will remain in effect until the traffic signal construction plans has been completed, approximately June, 2016.

### **FISCAL INFORMATION**

This agreement will be funded from JDE account,  
360129467.1360.4010 = \$82,100.00

Agenda Information Sheet  
March 31, 2016  
Page 2

**EXHIBIT**

Exhibit 1: Contract

Respected by:

Name: Curt Arndt

Phone: 940-349-7342

Requisition # 128585

Respectfully submitted:

DocuSigned by:  
*Elton Brock*  
4E9FEBACE935410...

---

Purchasing

Expenditure Approved:

DocuSigned by:  
*George C. Campbell*  
4884E925F0E6480...

---

City Manager or Designate

4/26/2016

---

Date

**PROFESSIONAL SERVICES AGREEMENT  
FOR ARCHITECT OR ENGINEER  
TRAFFIC SIGNAL DESIGN FOR ELM/OAK AND ELM/HICKORY INTERSECTIONS  
(CONTRACT 6108)**

4/26/2016

THIS AGREEMENT is made and entered into this date \_\_\_\_\_ 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 Teague Nall and Perkins, Inc., with its corporate office at 1517 Centre Place Drive, Suite 320, Denton, TX 76205 hereinafter called "Design Professional," acting herein, by and through their duly authorized representatives.

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

**SECTION 1**  
***EMPLOYMENT OF DESIGN PROFESSIONAL***

The Owner hereby contracts with the Design Professional, a licensed Texas architect or engineer, as an independent contractor. The Design Professional hereby agrees to perform the services as described herein and in the Proposal, the General Conditions, and other attachments to this Agreement that are referenced in Section 3, in connection with the Project. The Project shall include, without limitation, but shall not be limited to the following major components (for a more precise or comprehensive description of the Scope refer to **Exhibit 2**, Attachment B):

**BASIC SERVICES**

- A. Construction Plans  
Complete construction plans, including details, ready for bidding. See Exhibit 2, Attachment B for more detail.

**ADDITIONAL SERVICES**

- A. Field Design Survey  
Locate and tie physical features, and prepare a base map for design. See Exhibit 2, Attachment B for more detail.
- B. Subsurface Utility Engineering  
A Level B investigation will be conducted along the route, and up to 4 Level A test holes will be completed. See Exhibit 2, Attachment B for more detail.
- C. Construction Phase Support  
Preconstruction meeting, record drawings, and limited assistance will be provided. See Exhibit 2, Attachment B for more detail.

**SECTION 2**  
***COMPENSATION***

Total compensation for the Design Professional contemplated under the terms of this agreement shall be **\$82,100** for all services including reimbursable expenses. The Owner shall compensate the Design Professional as follows:

**2.1 BASIC SERVICES**

**2.1.1** For Basic Services the total compensation shall be **\$ 37,150**

**2.1.2** Progress payments for Basic Services shall be paid monthly based on the actual work satisfactorily completed per month in each phase as a percentage of the overall compensation for that phase.

**2.2 ADDITIONAL SERVICES**

**2.2.1** For Additional Services the total compensation shall be **\$ 44,450**. Compensation for Additional Services shall be based on actual services authorized and performed with lump sum or maximum not to exceed subtotals depending on the service provided as shown in **Exhibit 2**, Attachment A. The schedule for the hourly rates is attached as **Exhibit 4**.

**2.2.2** Compensation for Additional Services of consultants, including additional structural, mechanical and electrical engineering services, geotechnical services, etc. shall be based on a multiple of 1.1 times the amounts billed to the Design Professional for such additional services.

**2.3 REIMBURSABLE EXPENSES** Reimbursable Expenses shall be a multiple of 1.00 times the expenses incurred by the Design Professional, the Design Professional's employees and consultants in the interest of the Project as defined in the General Conditions but not to exceed a total of **\$ 500** without the prior written approval of the Owner.

**2.4 TOTAL CONTRACT AMOUNT** **\$ 82,100**

**SECTION 3**  
**ENTIRE AGREEMENT**

This Agreement includes this executed agreement and the following documents all of which are attached hereto and made a part hereof by reference as if fully set forth herein:

- Exhibit 1. City of Denton General Conditions to Agreement for Architectural or Engineering Services.
- Exhibit 2. The Design Professional's Proposal
  - Attachments A through C:
  - Attachment A – Summary of Engineering Fees
  - Attachment B – Itemized Scope of Services
  - Attachment B-1 – Scope of Subsurface Utility Engineering
  - Attachment C – Exhibits Showing Project Limits
- Exhibit 3. Project Schedule
- Exhibit 4. Schedule of Rates

This Agreement is signed by the parties hereto effective as of the date first above written.

CITY OF DENTON, TEXAS  
A Municipal Corporation

BY: 
DocuSigned by:  
George C. Campbell  
4884E925F0E6480...
  
 GEORGE C. CAMPBELL  
CITY MANAGER

APPROVED AS TO LEGAL FORM:  
ANITA BURGESS, CITY ATTORNEY

BY: 
DocuSigned by:  
John Knight  
C821996C2A2B439...

TEAGUE NALL & PERKINS, INC.  
A Corporation

BY: 
DocuSigned by:  
Gary L. Vickery  
76635A0926E04B7...
4/11/2016
  
 GARY L. VICKERY, P.E.  
PRINCIPAL  
2016-31113

TEXAS ETHICS COMMISSION  
CERTIFICATE NUMBER

City of Denton Contract No. 6108

## **Certificate of Interested Parties Electronic Filing**

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

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

The contractor shall:

1. Log onto the State Ethics Commission Website at :  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Sign and notarize the Form 1295
6. Email the notarized form to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) with the contract number in the subject line.  
(EX: Contract 1234 – Form 1295)

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

# CITY OF DENTON INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

*The Offeror's/Bidder's attention is directed to the insurance requirements below. It is highly recommended that offerors/bidders confer with their respective insurance carriers or brokers to determine in advance of its proposal or bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an offeror/apparent low bidder fails to comply strictly with the insurance requirements, that offeror/bidder may be disqualified from award of the contract. Upon award, all insurance requirements shall become contractual obligations, which the successful offeror/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 Consultant/Contractor, the Consultant/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 award, Consultant/Contractor shall file with the Purchasing Department satisfactory certificates of insurance, containing the proposal/bid number and title of the project. Consultant/Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Consultants/Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Consultant/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 or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal or bid. 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 Consultant/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.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims-made form, Consultant/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 Consultant/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 **\$500,000.00** 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.

**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 **\$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

**Environmental Liability Insurance**

Environmental liability insurance for \$1,000,000 to cover all hazards contemplated by this contract.

**Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

**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

### **Worker's 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.

**CITY OF DENTON  
GENERAL CONDITIONS**

**TO  
AGREEMENT FOR ARCHITECTURAL OR ENGINEERING SERVICES**

|   |                 |
|---|-----------------|
| <b>CONFLICT OF INTEREST QUESTIONNAIRE -</b>                                     | <b>FORM CIQ</b> |
| <b>For vendor or other person doing business with local governmental entity</b> |                 |

**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.

|          |  |
|----------|--|
| <b>1</b> | <b>Name of vendor who has a business relationship with local governmental entity.</b><br>Teague Nall and Perkins, Inc. |
|----------|--|

|          |   |
|----------|---|
| <b>2</b> | <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b><br><br>(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.) |
|----------|---|

|          |   |
|----------|---|
| <b>3</b> | <b>Name of local government officer about whom the information in this section is being disclosed.</b><br><br><div style="text-align: center; margin: 10px 0;">                 _____<br/>                 Name of Officer             </div> <p>This section, (item 3 including subparts A, B, C &amp; 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?<br/> <input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>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?<br/> <input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>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?<br/> <input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> |
|----------|---|

|          |   |
|----------|---|
| <b>4</b> | <input type="checkbox"/> <b>I have no Conflict of Interest to disclose.</b> |
|----------|---|

|          |  |               |
|----------|--|---------------|
| <b>5</b> | _____<br>Signature of vendor doing business with the governmental entity | _____<br>Date |
|----------|--|---------------|



**CITY OF DENTON  
GENERAL CONDITIONS  
TO  
AGREEMENT FOR ARCHITECTURAL OR ENGINEERING SERVICES**

**ARTICLE 1. ARCHITECT OR ENGINEER'S RESPONSIBILITIES**

**1.1** The Architect or Engineer's services consist of those services for the Project (as defined in the agreement (the "Agreement") and proposal (the "Proposal") to which these General Conditions are attached) performed by the Architect or Engineer (hereinafter called the "Design Professional") or Design Professional's employees and consultants as enumerated in Articles 2 and 3 of these General Conditions as modified by the Agreement and Proposal (the "Services").

**1.2** The Design Professional will perform all Services as an independent contractor to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt timely actions (the "Degree of Care"). The Services shall be performed as expeditiously as is consistent with the Degree of Care necessary for the orderly progress of the Project. Upon request of the Owner, the Design Professional shall submit for the Owner's approval a schedule for the performance of the Services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by the Owner shall not, except for reasonable cause, be exceeded by the Design Professional or Owner, and any adjustments to this schedule shall be mutually acceptable to both parties.

**ARTICLE 2 SCOPE OF BASIC SERVICES**

**2.1 BASIC SERVICES DEFINED** The Design Professional's Basic Services consist of those described in Sections 2.2 through 2.6 of these General Conditions and include without limitation normal structural, civil, mechanical and electrical engineering services and any other engineering services necessary to produce a complete and accurate set of Construction Documents, as described by and required in Section 2.4. The Basic Services may be modified by the Agreement.

**2.2 SCHEMATIC DESIGN PHASE**

**2.2.1** The Design Professional, in consultation with the Owner, shall develop a written program for the Project to ascertain Owner's needs and to establish the requirements for the Project.

**2.2.2** The Design Professional shall provide a preliminary evaluation of the Owner's program, construction schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subsection 5.2.1.

**2.2.3** The Design Professional shall review with the Owner alternative approaches to design and construction of the Project.

**2.2.4** Based on the mutually agreed-upon program, schedule and construction budget requirements, the Design Professional shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. The Schematic Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations.

**2.2.5** The Design Professional shall submit to the Owner a preliminary detailed estimate of Construction Cost based on current area, volume or other unit costs and which indicates the cost of each category of work involved in constructing the Project and establishes an elapsed time factor for the period of time from the commencement to the completion of construction.

**2.3 DESIGN DEVELOPMENT PHASE**

**2.3.1** Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Design Professional shall prepare for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate, which shall comply with all applicable laws, statutes, ordinances, codes and regulations. Notwithstanding Owner's approval of the documents, Design Professional represents that the Documents and specifications will be sufficient and adequate to fulfill the purposes of the Project.

**2.3.2** The Design Professional shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost in a further Detailed Statement as described in Section 2.2.5.

**2.4 CONSTRUCTION DOCUMENTS PHASE**

**2.4.1** Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Design Professional shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail requirements for the construction of the Project, which shall comply with all applicable laws, statutes, ordinances, codes and regulations.

**2.4.2** The Design Professional shall assist the Owner in the preparation of the necessary bidding or procurement information, bidding or procurement forms, the Conditions of the contract, and the form of Agreement between the Owner and contractor.

**2.4.3** The Design Professional shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

**2.4.4** The Design Professional shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**2.5 CONSTRUCTION CONTRACT PROCUREMENT**

**2.5.1** The Design Professional, following the Owner's approval of the Construction Documents and of the latest preliminary detailed estimate of Construction Cost, shall assist the Owner in procuring a construction contract for the Project through any procurement method that is legally applicable to the Project including without limitation, the competitive sealed bidding process. Although the Owner will consider the advice of the Design Professional, the award of the construction contract is in the sole discretion of the Owner.

**2.5.2** If the construction contract amount for the Project exceeds the total construction cost of the Project as set forth in the approved Detailed Statement of Probable Construction Costs of the Project submitted by the Design Professional, then the Design Professional, at its sole cost and expense, will revise the Construction Documents as may be required by the Owner to reduce or modify the quantity or quality of the work so that the total construction cost of the Project will not exceed the total construction cost set forth in the approved Detailed Statement of Probable Construction Costs.

## **2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

**2.6.1** The Design Professional's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment, unless extended under the terms of Subsection 8.3.2.

**2.6.2** The Design Professional shall provide detailed administration of the Contract for Construction as set forth below. For design professionals the administration shall also be in accordance with AIA document A201, General Conditions of the Contract for Construction, current as of the date of the Agreement as may be amended by the City of Denton special conditions, unless otherwise provided in the Agreement. For engineers the administration shall also be in accordance with the Standard Specifications for Public Works Construction by the North Central Texas Council of Governments, current as of the date of the Agreement, unless otherwise provided in the Agreement.

**2.6.3** Construction Phase duties, responsibilities and limitations of authority of the Design Professional shall not be restricted, modified or extended without written agreement of the Owner and Design Professional.

**2.6.4** The Design Professional shall be a representative of and shall advise and consult with the Owner (1) during construction, and (2) at the Owner's direction from time to time during the correction, or warranty period described in the Contract for Construction. The Design Professional shall have authority to act on behalf of the Owner only to the extent provided in the Agreement and these General Conditions, unless otherwise modified by written instrument.

**2.6.5** The Design Professional shall observe the construction site at least one time a week, while construction is in progress, and as reasonably necessary while construction is not in progress, to become familiar with the progress and quality of the work completed and to determine if the work is being performed in a manner indicating that the work when completed will be in accordance with the Contract Documents. Design Professional shall provide Owner a written report subsequent to each on-site visit. On the basis of on-site observations the Design Professional shall keep the Owner informed of the progress and quality of the work, and shall exercise the Degree of Care and diligence in discovering and promptly reporting to the Owner any observable defects or deficiencies in the work of Contractor or any subcontractors. The Design Professional represents that he will follow Degree of Care in performing all Services under the Agreement. The Design Professional shall promptly correct any defective designs or specifications furnished by the Design Professional at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of the Design Professional's Services hereunder or of the Project itself shall in no way alter the Design Professional's obligations or the Owner's rights hereunder.

**2.6.6** The Design Professional shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Design Professional shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents except insofar as such failure may result from Design Professional's negligent acts or omissions. The Design Professional shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work.

**2.6.7** The Design Professional shall at all times have access to the work wherever it is in preparation or progress.

**2.6.8** Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

**2.6.9** Based on the Design Professional's observations at the site of the work and evaluations of the Contractor's Applications for Payment, the Design Professional shall review and certify the amounts due the Contractor.

**2.6.10** The Design Professional's certification for payment shall constitute a representation to the Owner, based on the Design Professional's observations at the site as provided in Subsection 2.6.5 and on the data comprising the Contractor's Application for Payment, that the work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Design Professional. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Design Professional has (1) reviewed construction means, methods, techniques, sequences or procedures, or (2) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**2.6.11** The Design Professional shall have the responsibility and authority to reject work which does not conform to the Contract Documents. Whenever the Design Professional considers it necessary or advisable for implementation of the intent of the Contract Documents, the Design Professional will have authority to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of the Design Professional to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

**2.6.12** The Design Professional shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of (1) determining compliance with applicable laws, statutes, ordinances and codes; and (2) determining whether or not the work, when completed, will be in compliance with the requirements of the Contract Documents. The Design Professional shall act with such reasonable promptness to cause no delay in the work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Design Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Professional, of construction means, methods, techniques, sequences or procedures. The Design Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Design Professional shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

**2.6.13** The Design Professional shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Design Professional as provided in Subsections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

**2.6.14** On behalf of the Owner, the Design Professional shall conduct inspections to determine the dates of Substantial Completion and Final Completion, and if requested by the Owner shall issue Certificates of Substantial and Final Completion. The Design Professional will receive and review written guarantees and related documents required by the Contract for Construction to be assembled by the Contractor and shall issue a final certificate for Payment upon compliance with the requirements of the Contract Documents.

**2.6.15** The Design Professional shall interpret and provide recommendations on matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Design Professional's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

**2.6.16** Interpretations and decisions of the Design Professional shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Design Professional shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results or interpretations or decisions so rendered in good faith in accordance with all the provisions of this Agreement and in the absence of negligence.

**2.6.17** The Design Professional shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the work as provided in the Contract Documents.

**2.6.18** The Design Professional (1) shall render services under the Agreement in accordance with the Degree of Care; (2) will reimburse the Owner for all damages caused by the defective designs the Design Professional prepares; and (3) by acknowledging payment by the Owner of any fees due, shall not be released from any rights the Owner may have under the Agreement or diminish any of the Design Professional's obligations thereunder.

**2.6.19** The Design Professional shall provide the Owner with four sets of reproducible prints showing all significant changes to the Construction Documents during the Construction Phase.

### **ARTICLE 3 ADDITIONAL SERVICES**

#### **3.1 GENERAL**

**3.1.1** The services described in this Article 3 are not included in Basic Services unless so identified in the Agreement or Proposal, and they shall be paid for by the Owner as provided in the Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Design Professional's control, the Design Professional shall notify the Owner in writing and shall not commence such additional services until it receives written approval from the Owner to proceed. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Design Professional shall have no obligation to provide those services. Owner will be responsible for compensating the Design Professional for Contingent Additional Services only if they are not required due to the negligence or fault of Design Professional.

#### **3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

**3.2.1** If more extensive representation at the site than is described in Subsection 2.6.5 is required, the Design Professional shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

**3.2.2** Project Representatives shall be selected, employed and directed by the Design Professional, and the Design Professional shall be compensated therefor as agreed by the Owner and Design Professional.

#### **3.3 CONTINGENT ADDITIONAL SERVICES**

**3.3.1** Making material revisions in Drawings, Specifications or other documents when such revisions are:

1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or
3. due to changes required as a result of the Owner's failure to render decision in a timely manner.

**3.3.2** Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, or the Owner's schedule, except for services required under Subsection 2.5.2.

**3.3.3** Preparing Drawings, Specifications and other documentation and supporting data, and providing other services in connection with Change Orders and Construction Change Directives.

**3.3.4** Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

**3.3.5** Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

**3.3.6** Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the work.

**3.3.7** Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Design Professional is party thereto.

**3.3.8** Providing services in addition to those required by Article 2 for preparing documents for alternate, separate or sequential bids or providing services in connection with bidding or construction prior to the completion of the Construction Documents Phase.

**3.3.9** Notwithstanding anything contained in the Agreement, Proposal or these General Conditions to the contrary, all services described in this Article 3 that are caused or necessitated in whole or in part due to the negligent act or omission of the Design Professional shall be performed by the Design Professional as a part of the Basic Services under the Agreement with no additional compensation above and beyond the compensation due the Design Professional for the Basic Services. The intervening or concurrent negligence of the Owner shall not limit the Design Professional's obligations under this Subsection 3.3.9.

### **3.4 OPTIONAL ADDITIONAL SERVICES**

**3.4.1** Providing financial feasibility or other special studies.

**3.4.2** Providing planning surveys, site evaluations or comparative studies of prospective sites.

**3.4.3** Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

**3.4.4** Providing services relative to future facilities, systems and equipment.

**3.4.5** Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

**3.4.6** Providing services to verify the accuracy of drawings or other information furnished by the Owner.

**3.4.7** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

**3.4.8** Providing detailed quantity surveys or inventories of material, equipment and labor.

**3.4.9** Providing analyses of operating and maintenance costs.

**3.4.10** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

**3.4.12** Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

**3.4.13** Providing interior design and similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

**3.4.14** Providing services other than as provided in Section 2.6.4, after issuance to the Owner of the final Certificate for Payment and expiration of the Warranty period of the Contract for Construction.

**3.4.15** Providing services of consultants for other than architectural, civil, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

**3.4.16** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

**3.4.17** Preparing a set of reproducible record drawings in addition to those required by Subsection 2.6.19, showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Design Professional.

**3.4.18** Notwithstanding anything contained in the Agreement, Proposal or these General Conditions to the contrary, all services described in this Article 3 that are caused or necessitated in whole or in part due to the negligent act or omission of the Design Professional shall be performed by the Design Professional as a part of the Basic Services under the Agreement with no additional compensation above and beyond the compensation due the Design Professional for the Basic Services. The intervening or concurrent negligence of the Owner shall not limit the Design Professional's obligations under this Subsection 3.4.18.

### **ARTICLE 4 OWNER'S RESPONSIBILITIES**

**4.1** The Owner shall consult with the Design Professional regarding requirements for the Project, including (1) the Owner's objectives, (2) schedule and design constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems and site requirements, as more specifically described in Subsection 2.2.1.

**4.2** The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

**4.3** If requested by the Design Professional, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

**4.4** The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Design Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Design Professional's services.

**4.5** Where applicable, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations,

dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

4.6 Where applicable, the Owner shall furnish the services of geotechnical engineers when such services are requested by the Design Professional. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Design Professional and are not retained by the Design Professional as part of its Basic Services or Additional Services.

4.7 When not a part of the Additional Services, the Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests of hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Owner under Sections 4.5 through 4.8 shall be furnished at the Owner's expense, and the Design Professional shall be entitled to rely upon the accuracy and completeness thereof in the absence of any negligence on the part of the Design Professional.

4.10 The Owner shall give prompt written notice to the Design Professional if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 Design Professional shall propose language for certificates or certifications to be requested of the Design Professional or Design Professional's consultants and shall submit such to the Owner for review and approval at least fourteen (14) days prior to execution. The Owner agrees not to request certifications that would require knowledge or services beyond the scope of the Agreement.

## **ARTICLE 5 CONSTRUCTION COST**

### **5.1 CONSTRUCTION COST DEFINED**

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Design Professional.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Design Professional, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

5.1.3 Construction Cost does not include the compensation of the Design Professional and Design Professional's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

### **5.2 RESPONSIBILITY FOR CONSTRUCTION COST**

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the Design Professional represent the Design Professional's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Design Professional nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Design Professional cannot and does not warrant or represent that bids or cost proposals will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Design Professional.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of the Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties thereto. If such a fixed limit has been established, the Design Professional shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Procurement Phase has not commenced within 90 days after the Design Professional submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

## **ARTICLE 6 OWNERSHIP AND USE OF DOCUMENTS**

6.1 The Drawings, Specifications and other documents prepared by the Design Professional for this Project are instruments of the Design Professional's service and shall become the property of the Owner upon termination or completion of the Agreement. The Design Professional is entitled to retain copies of all such documents. Such documents are intended only be applicable to this Project, and Owner's use of such 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 the Agreement in another project or for other purposes than are specified in the Agreement, the Design Professional is released from any and all liability relating to their use in that project

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Design Professional's reserved rights.

## **ARTICLE 7 TERMINATION, SUSPENSION OR ABANDONMENT**

7.1 The Design Professional may terminate the Agreement upon not less than thirty days written notice should the Owner fail substantially to perform in accordance with the terms of the Agreement through no fault of the Design Professional. Owner may terminate the Agreement or any phase thereof with or without cause upon thirty (30) days prior written notice to the Design Professional. All work and labor being performed under the Agreement shall cease immediately upon Design Professional's receipt of such

notice. Before the end of the thirty (30) day period, Design Professional shall invoice the Owner for all work it satisfactorily performed prior to the receipt of such notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, and other data related to the Project shall become property of the Owner upon termination of the Agreement and shall be promptly delivered to the Owner in a reasonably organized form. Should Owner subsequently contract with a new Design Professional for continuation of services on the Project, Design Professional shall cooperate in providing information.

**7.2** If the Project is suspended by the Owner for more than 30 consecutive days, the Design Professional shall be compensated for services satisfactorily performed prior to notice of such suspension. When the Project is resumed, the Design Professional's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Design Professional's services.

**7.3** The Agreement may be terminated by the Owner upon not less than seven days written notice to the Design Professional in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Design Professional or the Owner may terminate the Agreement by giving written notice.

**7.4** Failure of the Owner to make payments to the Design Professional for work satisfactorily completed in accordance with the Agreement shall be considered substantial non-performance and cause for termination.

**7.5** If the Owner fails to make payment to Design Professional within thirty (30) days of receipt of a statement for services properly and satisfactorily performed, the Design Professional may, upon seven days written notice to the Owner, suspend performance of services under the Agreement.

**7.6** In the event of termination not the fault of the Design Professional, the Design Professional shall be compensated for services properly and satisfactorily performed prior to termination.

**ARTICLE 8 PAYMENTS TO THE DESIGN PROFESSIONAL**

**8.1 DIRECT PERSONNEL EXPENSE**

**8.1.1** Direct Personnel Expense is defined as the direct salaries of the Design Professional's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

**8.2 REIMBURSABLE EXPENSES**

**8.2.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Design Professional and Design Professional's employees and consultants in the interest of the Project, as identified in the following Clauses.

**8.2.1.1** Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

**8.2.1.2** Expense of reproductions (except the reproduction of the sets of documents referenced in Subsection 2.6.19), postage and handling of Drawings, Specifications and other documents.

**8.2.1.3** If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

**8.2.1.4** Expense of renderings, models and mock-ups requested by the Owner.

**8.2.1.5** Expense of computer-aided design and drafting equipment time when used in connection with the Project.

**8.2.1.6** Other expenses that are approved in advance in writing by the Owner.

**8.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

**8.3.1** Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 2 of the Agreement and the schedule of work.

**8.3.2** If and to the extent that the time initially established in the Agreement is exceeded or extended through no fault of the Design Professional, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 2 of the Agreement.

**8.3.3** When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 2 of the Agreement based on (1) the lowest bona fide bid or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

**8.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES**

**8.4.1** Payments on account of the Design Professional's Additional Services and for Reimbursable Expenses shall be made monthly within 30 days after the presentation to the Owner of the Design Professional's statement of services rendered or expenses incurred.

**8.5 PAYMENTS WITHHELD** No deductions shall be made from the Design Professional's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the work other than those for which the Design Professional is responsible.

**8.6 DESIGN PROFESSIONAL'S ACCOUNTING RECORDS** Design Professional shall make available to Owner or Owner's authorized representative records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense for inspection and copying during regular business hours for three years after the date of the final Certificate of Payment, or until any litigation related to the Project is final, whichever date is later.

**ARTICLE 9 INDEMNITY**

**9.1** The Design Professional shall indemnify and save and hold harmless the Owner and its officers, 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 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 Design Professional or its officers, shareholders, agents, or employees in the performance of the Agreement.

**9.2** Nothing herein shall be construed to create a liability to any person who is not a party to the 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 the Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

**ARTICLE 10 INSURANCE** During the performance of the Services under the Agreement, Design Professional shall maintain the following insurance with an insurance company licensed or authorized to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

**10.1** Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$250,000 in the aggregate.

**10.2** Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.

**10.3** Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident including occupational disease.

**10.4** Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.

**10.5** The Design Professional shall furnish insurance certificates or insurance policies to the Owner evidencing insurance in compliance with this Article 10 at the time of the execution of the Agreement. The General Liability and Automobile Liability insurance policies shall name the Owner as an additional insured, the Workers' Compensation policy shall contain a waiver of subrogation in favor of the Owner, and each policy shall contain a provision that such insurance shall not be canceled or modified without thirty (30) days' prior written notice to Owner and Design Professional. In such event, the Design Professional shall, prior to the effective date of the change or cancellation, furnish Owner with substitute certificates of insurance meeting the requirements of this Article 10.

**ARTICLE 11 MISCELLANEOUS PROVISIONS**

**11.1** The Agreement shall be governed by the laws of the State of Texas. Venue of any suit or cause of action under the Agreement shall lie exclusively in Denton County, Texas.

**11.2** The Owner and Design Professional, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Design Professional shall not assign its interests in the Agreement without the written consent of the Owner.

**11.3** The term Agreement as used herein includes the executed Agreement, the Proposal, these General Conditions and other attachments referenced in Section 3 of the Agreement which together represent the entire and integrated agreement between the Owner and Design Professional and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both Owner and Design Professional. When interpreting the Agreement the executed Agreement, Proposal, these General Conditions and the other attachments referenced in Section 3 of the Agreement shall to the extent that is reasonably possible be read so as to harmonize the provisions. However, should the provisions of these documents be in conflict so that they can not be reasonably harmonized, such documents shall be given priority in the following order:

1. The executed Agreement
2. Attachments referenced in Section 3 of the Agreement other than the Proposal
3. These General Provisions
4. The Proposal

**11.4** Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Design Professional.

**11.5** Upon receipt of prior written approval of Owner, the Design Professional shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Design Professional's promotional and professional materials. The Design Professional's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design Professional in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design Professional on the construction sign and in the promotional materials for the Project.

**11.6** Approval by the Owner shall not constitute, nor be deemed a release of the responsibility and liability of the Design Professional, 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 Design Professional, its employees, subcontractors, agents, and consultants.

**11.7** All notices, communications, and reports required or permitted under the Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below signature block on the Agreement, certified mail, return receipt requested, unless otherwise specified herein. All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days after mailing.

**11.8** If any provision of the 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 the Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform the 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.

**11.9** The Design Professional shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended during the term of this Agreement.

**11.10** In performing the Services required hereunder, the Design Professional shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

**11.11** The captions of the Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of the Agreement.



## ATTACHMENT 'A'

### SUMMARY OF ENGINEERING FEES

#### Traffic Signal Design for Elm/Oak and Elm/Hickory Intersections

#### A. BASIC SERVICES:

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

##### 1. Labor

The following fixed fees (or hourly services as noted) shall be paid to the ENGINEER for labor involved in the various items of work within the scope of Basic Services identified in ATTACHMENT B:

|                               |                  |
|-------------------------------|------------------|
| Construction Plans            | \$ 37,150        |
| <b>TOTAL (BASIC SERVICES)</b> | <b>\$ 37,150</b> |

#### B. ADDITIONAL SERVICES:

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

##### 1. Labor

The following fixed fees (or hourly services as noted) shall be paid to the ENGINEER for labor involved in the various items of work within the scope of Additional Services identified in ATTACHMENT B and B-1:

|  |           |
|--|-----------|
| Field Survey   | \$ 9,000  |
| Subsurface Utility Engineering (to Level B)<br>Intersections (Est)   | \$ 17,500 |
| Subsurface Utility Engineering (to Level B)<br>To Power Source (Est) | \$ 5,500  |
| Subsurface Utility Engineering (Level A, 4 holes) (Est)              | \$ 8,270  |
| Construction Support   | \$ 4,180  |

2. Total Estimated Fee for Additional Services

**TOTAL (ADDITIONAL SERVICES) \$44,450**

**C. DIRECT EXPENSES**

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

**\$ 500**

**TOTAL CONTRACT AMOUNT \$ 82,100**

**ATTACHMENT 'B'**  
**ITEMIZED SCOPE OF SERVICES**  
**TRAFFIC SIGNAL DESIGN FOR ELM/OAK AND ELM/HICKORY INTERSECTIONS**  
**CITY OF DENTON**

**BASIC SERVICES**

**PROJECT DESCRIPTION**

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

The project generally consists of preparation of construction plans as part of the Signal Replacement Program for the signals located at Elm Street & Hickory Street and Elm Street and Oak Street. The Consultant will develop traffic signal plans following current City standards that can be used by the City Signal Contractor to install the following construction elements: new traffic signal controls; pavement markings; and new ADA ramps, where applicable, will tie into existing sidewalk.

**Scope of Basic Services**

More particularly, the scope of the work will consist of the following:

**Field Survey**

1. Establish horizontal and vertical control for the project based on the Texas Coordinate System of 1983. All distances reported by TNP will represent surface values utilizing a surface adjustment factor of 1.000150630. Elevations will be referenced to NAVD 88 datum. A minimum of 2 (two) benchmarks shall be established at each intersection for use during the design and construction phases of the project.
2. Provide a Topographic Design Survey for the intersections of Elm Street/Hickory Street and Elm/Oak Street. The Survey will extend approximately 150 feet each way from the centerline of each intersection and shall identify topography, visible features and above ground improvements including but not limited to curbs, pavement, buildings, sidewalks, utilities, trees, landscaped areas and other pertinent features within the project area as necessary for engineering design.
3. In addition, the topographic design survey will extend away from the intersections along the route shown on Att C, which is the selected route to run conduit for power to the signal controllers.
4. Provide a Base Map of the project area in AutoCAD format for in-house design.

**Subsurface Utility Engineering (SUE)**

1. Provide subsurface utility designating and locating services at the subject intersections.

2. Prepare base map depicting utilities located, signed and sealed by a Professional Engineer.
3. See Attachment 'B-1' for a detailed scope of this service.

### **Base Map Preparation**

1. Collect available information from the City: utility information; right-of-way information; and as-built plans.
2. Conduct topographic field survey to include both horizontal and vertical control.
3. Conduct right-of-way determination
4. Conduct SUE
5. Create base map of existing conditions utilizing AutoCAD.

### **Traffic Signal Construction Plans**

1. Cover sheet.
2. Traffic Signal Quantities (ENGINEER shall use CITY provided spreadsheet for tabulating signal appurtenances).
3. Summary of Small Signs (ENGINEER shall use CITY provided spreadsheet for tabulating small signs).
4. Existing Conditions (Topo/SUE) sheet.
5. Traffic Signal Layout, at 1"=20'. The layout will show existing conditions with proposed improvements.
6. Conduit and Ground Box Layout, at 1"=20'. The layout will show existing conditions with proposed improvements.
7. Traffic Signal Summary Sheet.
8. Sidewalk, Ramp, and Paving Layout, at 1"=40'. New Accessible Ramp Details, at 1"=6'.
9. Paving Marking Layout, at 1"=40'.
10. Removal Plan, at 1"=40'.
11. Standard detail sheets as appropriate.
12. General notes sheets (Provided by the CITY, modified by ENGINEER as necessary to this site).
13. Technical specifications as appropriate (Standard specs provided by the CITY, modified and supplemented by ENGINEER as necessary to this site).

### **Construction Support**

1. ENGINEER will provide to the CITY up to 5 sets of Traffic Signal construction plans signed and sealed by a professional engineer, applicable specifications, and supporting documents for use by the City Signal Contractor in constructing the project. Additional sets of plans required will be considered Additional Services and will be paid for by the CITY at commercial printing rates. The CITY shall be responsible for dispersing all plans and specifications, signal poles, and related hardware/equipment for installation to the City Signal Contractor.
2. ENGINEER will assist in the shop drawing review with final approval by the CITY.

3. ENGINEER will provide technical support (site visits, respond to questions, etc.) to the CITY during the construction phase at the direction of the CITY. Construction support services will be billed at standard hourly rates. The estimated fee shown in Attachment B is based on up to 16 hours of support by the Project Engineer.
4. ENGINEER will prepare record drawings of the completed work, based on information provided by the Contractor and/or the CITY.

### **Assumptions and Clarifications**

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

- We understand that the CITY prefers to keep the existing signals in place and operating while the new signals are installed. Design will proceed with that objective.
- Design survey and SUE (up to a Level B) will be provided by the ENGINEER. No boundary surveying is a part of the scope of this agreement.
- The scope of the work will not include design of any road improvements, storm drains, landscaping, illumination, or utilities. However, the ENGINEER will coordinate with utility owners, including the CITY, and with the Parks Department with regard to these items.
- No profiles will be prepared. All sheets will be plan view only.
- No geotechnical investigation per the City's request.
- Ramp improvements will tie into the existing sidewalks.
- No survey/SUE or new conduit run between the two signals per the City's request. Expanded survey limits and additional SUE can be provided, as needed, as Additional Services.
- The Engineer will walk the project with the City to participate in the identification of ramps to be replaced.
- Two (2) Design Review meetings have been included in the scope of the work – one after the review of conceptual plans, and one after review of preliminary plans.
- No job specific temporary traffic control, temporary signals, construction sequencing, or detour plans will be prepared. These services can be provided as Additional Services. Standard TxDOT traffic control sheets for signal construction will be included in the plans.
- No daily construction inspection services are a part of the scope of this agreement. These services can be provided as Additional Services.
- Modification of existing signal timing, conducting traffic counts, or performing Level of Service (LOS) analysis are not a part of the scope of this agreement. These services can be provided as Additional Services.
- Geotechnical borings, geotechnical investigation, structural pole foundation checks are not a part of the scope of this agreement.

- No foundation design is a part of the scope of this agreement. Standard TxDOT signal pole foundations will be used.
- Traffic signal construction plans will proceed without final signal pole selection. We understand that the CITY will provide the pole and foundation design, using TxDOT standards.

#### **ITEMS TO BE PROVIDED BY CITY TO THE ENGINEER**

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

1. Available past studies, geotechnical investigation, drainage reports, and mapping relative to the project.
2. Any concurrent or known CITY projects impacting the signal replacement effort; i.e. Water and Wastewater projects.
3. Available GIS shape files that include layers such as streets, buildings and existing utilities as requested.
4. Assistance in obtaining data from third party sources which is available to the CITY at no cost to the ENGINEER.
5. Applicable standard City of Denton details.

## ATTACHMENT 'B-1'

### ITEMIZED SCOPE OF SERVICES FOR SUBSURFACE UTILITY ENGINEERING SERVICES

#### TRAFFIC SIGNAL DESIGN FOR ELM/OAK AND ELM/HICKORY INTERSECTIONS

#### CITY OF DENTON

#### General Understanding

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

1. These services will be conducted and provided in general compliance with CI/ASCE 38-02 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
  - Quality Level D (QL-"D") – Generally QL-"D" indicates information collected or derived from research of existing records and/or oral discussions.
  - Quality Level C (QL-"C") - Generally QL-"C" indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-"D" information. Incorporates QL-"D" information. (Limited in this scope, this scope is to cover underground utility crossings)
  - Quality Level B (QL-"B") – Generally QL-"B", also known as "designating" indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-"D" & QL-"C" information.
  - Quality Level A (QL-"A") - Generally QL-"A", also known as "locating", indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-"D" QL-"C" & QL-"B" information.
2. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
3. The Engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-02 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However, the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.

4. Facilities that are discovered through field investigative efforts by the Engineer but no plan records or ownership data can be identified will be hereafter referred to as “unknown” utilities. As part of these services, the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client’s needs can be added as additional work to address concerns of the project impacts of “unknown” facilities.
5. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
6. Test holes are very limited in size or diameter (typically 12 inches by 12 inches, or approximately 144 square inches). Given this limited size, some subsurface conditions may prevent the completion of test holes, including rock(s), groundwater, large roots, other utilities & structures, etc. Test hole attempts which cannot be completed due to site conditions will be documented and noted on the plans.
7. When test holes are used to locate utilities, the nominal pipe sizes of the targeted utility will be documented and reported by using field measurements of the outside diameter (OD) of the pipe (to the nearest inch). Based upon this field measured OD, the nominal pipe size will be determined using typical pipe wall thickness data and other available data including record information. Pipe diameters that are too large for measurement, encased or non-encased conduit duct banks and other concrete encased systems which cannot be adequately measured will be reported based upon the best available information.
8. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.
9. The Engineer will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Engineer will provide a recommendation or request for additional services to the Client. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
10. None of these services are intended to and should not be understood to relieve the Client or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any and all excavation, grading and/or construction within the project site.



## Article I

### **SCOPE OF BASIC SERVICES:**

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

Quality Level 'B' through 'D' Utility Information & Designation – TNP will provide utility information, up to QL-“B”, for the project site as shown on Attachment C, at the intersections of Elm Street and Oak Street and the intersection of Elm Street and Hickory Street, extending 150’ along each street from the center of the intersection, and two additional locations (as needed) as shown on Attachment C.

This work includes:

- a. Requesting utility records on all crossing utilities from the Client, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. Record information will not be used as a substitute for field location methods unless it is determined to be the most appropriate method for depicting the utilities at the site. The depiction of utilities from records (QL-“C” or “D”) will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
- b. Investigating all utility systems shown on the record drawings that are included within the project site. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, TNP will search for detectible indications of the location of anticipated subsurface utilities.
- c. Marking all locations that can be validated, using paint, flags or other devices.
- d. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.

Quality Level A Utility Test Holes – TNP will excavate by air-vacuum or other minimally invasive methods up to **4 Test Holes**, at locations yet to be determined within the project limits in order to identify the exact horizontal & vertical locations of crucial utilities. Unless specified otherwise in this scope, the location of the tests holes will be outside of any paved area. Also, if locating the end of casing is requested the cost will be based on an hourly charge based on the fee schedule below.

This work includes:

- a. Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
- b. Coordinating with Client, property owner, and/or permitting authorities, as needed and obtaining any required permits, permission or rights-of-entry with help from The Client
- c. Contacting the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test holes.

- d. Providing and utilizing appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements. (if closures or additional traffic control equipment is needed other than signs and cones additional direct expenses will be charged)
- e. Preparing documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.
- f. The estimate for QL Level A Test Holes shown in Attachment A is good only for utilities that were designated by TNP as QL Level B. If the CLIENT requests the ENGINEER to attempt to locate a non-metallic line that could not be designated, such as a plastic pipe waterline, this service will be performed at an hourly rate based on the hourly rates shown under the Rate Schedule.
- g. Core drilling pavement, if needed, will be charged according to the rates shown in the Rate Schedule.

Deliverables - based on ASCE Standard 38-02

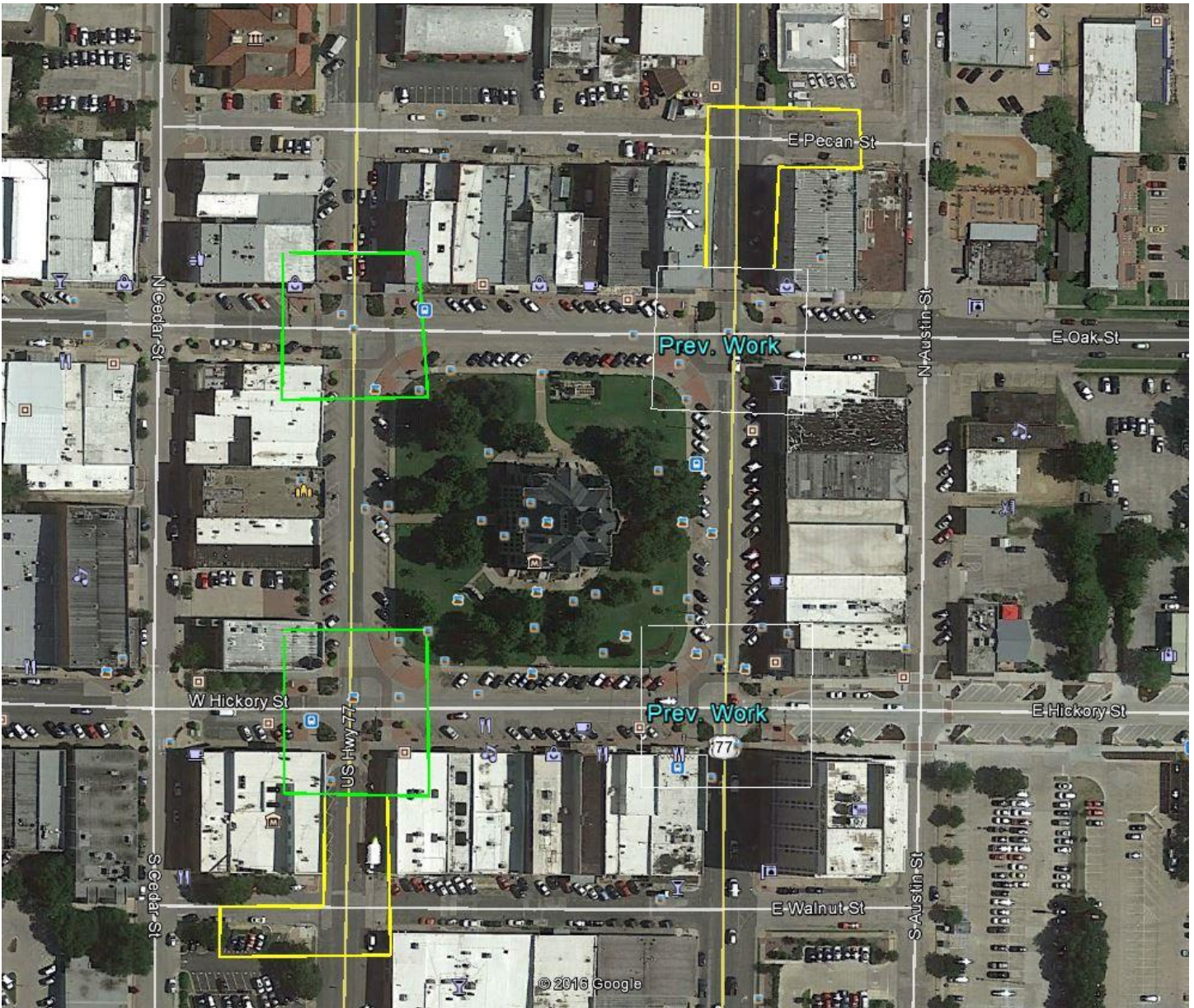
- a. Level B – AutoCad DWG 2d (DGN) file depicting all sub-surface utilities designated, with a PDF of the same signed and sealed by a Professional Engineer registered in the State of Texas and ACSII Point List.
- b. Level A – AutoCad DWG 2d (DGN) file showing X, Y and Z w/ depth, a PDF of the same signed and sealed, Utility Summary Sheet, individual sheets on test holes and ASCII point list.

# Attachment C

## Vicinity Map

Intersections of: Elm/Oak & Elm/Hickory  
150' x 150' at each intersection - shown in Green

Additional areas for Power Source - shown in Yellow  
( approximately 60' x 260' )



### Exhibit 3

## PROJECT SCHEDULE

### TRAFFIC SIGNAL DESIGN FOR ELM/OAK AND ELM/HICKORY INTERSECTIONS

**Conceptual Plans** at a 30% completion level will be submitted for review. They will include:

1. Cover sheet.
4. Existing Conditions (Topo/SUE) sheet.
5. Traffic Signal Layout, at 1"=20'. The layout will show existing conditions with proposed improvements.
6. Conduit and Ground Box Layout, at 1"=20'. The layout will show existing conditions with proposed improvements.
9. Pavement Marking Layout, at 1"=40'.
10. Removal Plan, at 1"=40'.

**Preliminary Plans** at a 60% completion level will be submitted for review. They will include:

1. All sheets from the 30% plan set, plus the following sheets:
3. Summary of Small Signs.
7. Traffic Signal Summary Sheet.
8. Sidewalk, Ramp, and Paving Layout.
11. Standard detail sheets as appropriate.
12. General notes sheets.

**Final Plans** at a 90% completion level will be submitted for review. They will include:

1. All sheets from 60% plan set, plus the following:
2. Traffic Signal Quantities.
13. Technical specifications.

**A Final 100% Set of Construction Plans** and related documents will be made based on the 90% review comments.

The Consultant is prepared to begin work on this project upon your authorization to proceed. We propose to have Construction Plans completed by mid-August, 2016. This schedule assumes an orderly progression of the ENGINEER's services. Delays beyond the control of the ENGINEER may be cause for extension of this period of service.

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

**EXHIBIT 4**  
**TEAGUE NALL AND PERKINS, INC.**  
Standard Rate Schedule for Time and Expense Contracts  
Effective January 1, 2016 to December 31, 2016\*

| <b>Engineering / Technical</b>  | <b>From</b> | <b>-</b> | <b>To</b> |          |
|---------------------------------|-------------|----------|-----------|----------|
| Principal                       | \$170       | -        | \$240     | Per Hour |
| Project Manager                 | \$120       | -        | \$220     | Per Hour |
| Senior Engineer                 | \$110       | -        | \$220     | Per Hour |
| EIT                             | \$ 85       | -        | \$150     | Per Hour |
| Landscape Architect / Planner   | \$110       | -        | \$180     | Per Hour |
| Landscape Designer              | \$ 70       | -        | \$120     | Per Hour |
| Designer                        | \$ 85       | -        | \$130     | Per Hour |
| Senior Designer                 | \$100       | -        | \$160     | Per Hour |
| CAD Technician                  | \$ 60       | -        | \$100     | Per Hour |
| Senior CAD Technician           | \$ 75       | -        | \$110     | Per Hour |
| IT Consultant                   | \$120       | -        | \$150     | Per Hour |
| IT Technician                   | \$ 85       | -        | \$120     | Per Hour |
| Clerical                        | \$ 50       | -        | \$ 80     | Per Hour |
| Resident Project Representative | \$ 70       | -        | \$120     | Per Hour |

**Surveying**

|                                       |       |   |       |          |
|---------------------------------------|-------|---|-------|----------|
| Survey Manager                        | \$130 | - | \$190 | Per Hour |
| Registered Professional Land Surveyor | \$120 | - | \$150 | Per Hour |
| S.I.T. / Senior Survey Technician     | \$85  | - | \$110 | Per Hour |
| Survey Technician                     | \$70  | - | \$100 | Per Hour |
| 1-Person Field Crew w/Equipment**     | \$120 |   |       | Per Hour |
| 2-Person Field Crew w/Equipment**     | \$145 |   |       | Per Hour |
| 3-Person Field Crew w/Equipment**     | \$165 |   |       | Per Hour |
| 4-Person Field Crew w/Equipment**     | \$190 |   |       | Per Hour |
| Flagger                               | \$40  |   |       | Per Hour |
| Abstractor (Property Deed Research)   | \$85  |   |       | Per Hour |

**Subsurface Utility Engineering**

**Hourly Rate**

|  |         |  |                 |
|--|---------|--|-----------------|
| SUE Engineer                               | \$160   |  |                 |
| Sr. Utility Location Specialist            | \$ 95   |  |                 |
| Utility Location Technician                | \$ 75   |  |                 |
| 1-Person Designator Crew w/Equipment       | \$115   |  |                 |
| 2-Person Designator Crew w/Equipment       | \$135   |  |                 |
| 2-Person Vacuum Excavator Crew w/Equipment | \$250   |  |                 |
| Unit Cost QL Level C/D                     | \$0.40  |  | per linear feet |
| Unit Cost QL Level B                       | \$1.35  |  | per linear feet |
| SUE QL-A Test Hole (0 ≤ 12 ft)***          | \$1,700 |  | per Test Hole   |
| SUE QL-A Test Hole (12' +)                 | \$ 125  |  | per foot        |

**Direct Cost Reimbursable**

|              |              |   |
|--------------|--------------|---|
| Photocopies: | \$0.10/page  | letter and legal size bond paper, B&W                           |
|              | \$0.20/page  | 11" x 17" size bond paper, B&W                                  |
|              | \$1.00/page  | letter, legal and 11" x 17" bond paper, color                   |
| Prints:      | \$0.154/sf   | letter, legal and 11" x 17" bond paper, B&W & color             |
| Mileage      | \$0.565/mile |   |
|              |              | Vac-Truck Mobilization fee - \$4.50 per mile (Includes one man) |
| Core Drill:  | \$750        | per day   |
| Motel        | \$150.00     | max per night per person  |
| Per Diem     | \$ 45.00     | per day per person  |

All Subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates shown above.

\* Rates shown are for calendar year 2014 and are subject to change in subsequent years.

\*\* Equipment includes Truck, ATV, Robotic Total Station, GPS Units and Digital Level.

\*\*\* Pricing includes 2-Person crew, designating for excavation, vehicle costs, and field supplies.

Exhibit <sup>D</sup>

**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ**  
**For vendor or other person doing business with local governmental entity**

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

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

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

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

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

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

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

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

\_\_\_\_\_

Name of Officer

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

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

Yes                       No

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

Yes                       No

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

Yes                       No

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

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

**5**

\_\_\_\_\_

Signature of vendor doing business with the governmental entity                      Date



## Certificate Of Completion

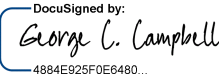
|  |                            |
|--|----------------------------|
| Envelope Id: 65698F26020840A2B905177E68C3AAF3              | Status: Completed          |
| Subject: ****City Manager Approval *****DocuSign Item 6108 |                            |
| Source Envelope:   |                            |
| Document Pages: 38   | Signatures: 5              |
| Certificate Pages: 6                                       | Initials: 0                |
| AutoNav: Enabled   | Envelope Originator:       |
| Envelopeld Stamping: Enabled                               | Jody Word                  |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)          | jody.word@cityofdenton.com |
|  | IP Address: 129.120.6.150  |

## Record Tracking

|                      |                            |                    |
|----------------------|----------------------------|--------------------|
| Status: Original     | Holder: Jody Word          | Location: DocuSign |
| 4/8/2016 11:49:29 AM | jody.word@cityofdenton.com |                    |

## Signer Events

| Signer Events   | Signature  | Timestamp   |
|---|--|---|
| <p>Jody Word<br/>jody.word@cityofdenton.com<br/>Buyer<br/>City of Denton<br/>Security Level: Email, Account Authentication (Optional)<br/>Electronic Record and Signature Disclosure: Not Offered via DocuSign<br/>ID:</p>                    | <p><b>Completed</b></p> <p>Using IP Address: 129.120.6.150</p>   | <p>Sent: 4/8/2016 1:29:04 PM<br/>Viewed: 4/8/2016 1:29:17 PM<br/>Signed: 4/8/2016 1:29:58 PM</p>    |
| <p>Gary L. Vickery<br/>gvickery@tnpinc.com<br/>Security Level: Email, Account Authentication (Optional)<br/><br/>Electronic Record and Signature Disclosure: Accepted: 4/11/2016 8:02:23 AM<br/>ID: 40695820-925b-414b-9867-b913c40f59d8</p>  | <p>DocuSigned by:<br/><i>Gary L. Vickery</i><br/>76635A0926E04B7...</p> <p>Using IP Address: 71.123.192.18</p> | <p>Sent: 4/8/2016 1:30:00 PM<br/>Viewed: 4/11/2016 8:02:23 AM<br/>Signed: 4/11/2016 8:04:31 AM</p>  |
| <p>Elton Brock<br/>elton.brock@cityofdenton.com<br/>Purchasing Manager<br/>City of Denton<br/>Security Level: Email, Account Authentication (Optional)<br/>Electronic Record and Signature Disclosure: Not Offered via DocuSign<br/>ID:</p>   | <p>DocuSigned by:<br/><i>Elton Brock</i><br/>4E9FEBACE935410...</p> <p>Using IP Address: 129.120.6.150</p>     | <p>Sent: 4/11/2016 8:04:34 AM<br/>Viewed: 4/12/2016 1:50:04 PM<br/>Signed: 4/14/2016 2:52:45 PM</p> |
| <p>John Knight<br/>john.knight@cityofdenton.com<br/>Deputy City Attorney<br/>City of Denton<br/>Security Level: Email, Account Authentication (Optional)<br/>Electronic Record and Signature Disclosure: Not Offered via DocuSign<br/>ID:</p> | <p>DocuSigned by:<br/><i>John Knight</i><br/>C821996C2A2B439...</p> <p>Using IP Address: 129.120.6.150</p>     | <p>Sent: 4/14/2016 2:52:48 PM<br/>Viewed: 4/14/2016 3:28:08 PM<br/>Signed: 4/14/2016 3:28:20 PM</p> |

| Signer Events  | Signature   | Timestamp  |
|--|---|--|
| <p>George C. Campbell<br/> george.campbell@cityofdenton.com<br/> City Manager<br/> City of Denton<br/> Security Level: Email, Account Authentication (Optional)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>  | <p>DocuSigned by:<br/> <br/> 4884E925F0E6480...<br/> Using IP Address: 129.120.6.150</p> | <p>Sent: 4/14/2016 3:28:23 PM<br/> Viewed: 4/18/2016 8:47:16 AM<br/> Signed: 4/26/2016 12:12:41 PM</p> |
| In Person Signer Events  | Signature   | Timestamp  |
| Editor Delivery Events   | Status  | Timestamp  |
| Agent Delivery Events  | Status  | Timestamp  |
| Intermediary Delivery Events   | Status  | Timestamp  |
| Certified Delivery Events  | Status  | Timestamp  |
| Carbon Copy Events   | Status  | Timestamp  |
| <p>Robin Fox<br/> Robin.fox@cityofdenton.com<br/> Security Level: Email, Account Authentication (Optional)<br/> Electronic Record and Signature Disclosure:<br/> Accepted: 10/9/2015 11:39:51 AM<br/> ID: 04463961-03db-4c4d-9228-d660d6146ed6</p>           | <p><b>COPIED</b></p>  | <p>Sent: 4/14/2016 2:52:48 PM</p>  |
| <p>Sherri Thurman<br/> sherri.thurman@cityofdenton.com<br/> Security Level: Email, Account Authentication (Optional)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>   | <p><b>COPIED</b></p>  | <p>Sent: 4/14/2016 2:52:48 PM</p>  |
| <p>Jennifer Walters<br/> jennifer.walters@cityofdenton.com<br/> City Secretary<br/> City of Denton<br/> Security Level: Email, Account Authentication (Optional)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p> | <p><b>COPIED</b></p>  | <p>Sent: 4/26/2016 12:12:45 PM</p>   |
| <p>Jane Richardson<br/> jane.richardson@cityofdenton.com<br/> Security Level: Email, Account Authentication (Optional)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>   | <p><b>COPIED</b></p>  | <p>Sent: 4/26/2016 12:12:46 PM<br/> Viewed: 4/27/2016 7:06:37 AM</p>                                   |
| <p>Jennifer Bridges<br/> jennifer.bridges@cityofdenton.com<br/> Procurement Assistant<br/> City of Denton<br/> Security Level: Email, Account Authentication (Optional)</p>  | <p><b>COPIED</b></p>  | <p>Sent: 4/26/2016 12:12:46 PM<br/> Viewed: 4/27/2016 7:50:52 AM</p>                                   |



| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Julia Winkley  
julia.Winkley@cityofdenton.com  
Contracts Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication  
(Optional)

**COPIED**

Sent: 4/26/2016 12:12:46 PM  
Viewed: 4/26/2016 12:15:14 PM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Curt Arndt  
curt.ardnt@cityofdenton.com  
Security Level: Email, Account Authentication  
(Optional)

**COPIED**

Sent: 4/26/2016 12:12:46 PM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

| Notary Events | Timestamp |
|---------------|-----------|
|---------------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|                     |                  |                       |
|---------------------|------------------|-----------------------|
| Envelope Sent       | Hashed/Encrypted | 4/26/2016 12:12:46 PM |
| Certified Delivered | Security Checked | 4/26/2016 12:12:46 PM |
| Signing Complete    | Security Checked | 4/26/2016 12:12:46 PM |
| Completed           | Security Checked | 4/26/2016 12:12:46 PM |

| Electronic Record and Signature Disclosure |
|--|
|--|

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Denton:**

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

To contact us by email send messages to: kevin.gunn@cityofdenton.com

**To advise City of Denton of your new e-mail address**

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

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Denton**

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

**To withdraw your consent with City of Denton**

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

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

**Required hardware and software**

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

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

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

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

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

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