

ORDINANCE NO. 22-078

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., FOR PROFESSIONAL DESIGN SERVICES FOR FIRE STATION NO. 9 FOR THE FACILITIES MANAGEMENT DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7818-002 – AWARDED TO PARKHILL, SMITH & COOPER, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$1,011,665.00).

WHEREAS, on November 16, 2021, the City Council approved a pre-qualified professional services list of state certified firms to provide architectural, engineering, and other services as customarily provided for municipal and vertical construction projects for the Facilities Management Department (Ordinance 21-2435), and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, the fees under the proposed contract are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees published by the professional associations applicable to the Provider’s profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with to Parkhill, Smith & Cooper, Inc., to provide professional design services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

SECTION 2. The City Manager, or their designee, is authorized to expend funds as required by the attached contract.

SECTION 3. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Brian Beck and seconded by Alison Maguire. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vicki Byrd, District 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Beck, District 2:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jesse Davis, District 3:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alison Maguire, District 4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deb Armintor, At Large Place 5:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paul Meltzer, At Large Place 6:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND APPROVED this the 11th day of January, 2022.



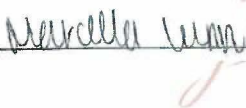
 GERARD HUDSPETH, MAYOR

ATTEST:
 ROSA RIOS, CITY SECRETARY

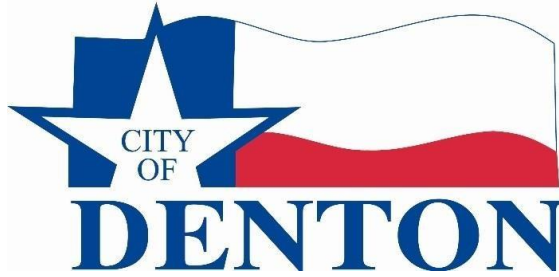
BY: 

APPROVED AS TO LEGAL FORM:
 MACK REINWAND, CITY ATTORNEY



BY: 

 Digitally signed by Marcella Lunn
 DN: cn=Marcella Lunn, o=City
 of Denton,
 email=marcella.lunn@cityofdenton.com, c=US
 Date: 2021.12.27 16:00:52 -06'00'



DocuSign City Council Transmittal Coversheet

PSA	7818-002
File Name	Design of Fire Station 9
Purchasing Contact	Christa Christian
City Council Target Date	JANUARY 11, 2022
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	22-078

STANDARD AGREEMENT FOR ARCHITECTURAL RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Parkhill, Smith & Cooper, Inc., with its corporate office at and authorized to do business in Texas, ("ARCHITECT"), for a PROJECT generally described as: Design of Fire Station #9 (the "PROJECT").

SECTION 1 **Scope of Services**

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

SECTION 2 **Compensation and Term of Agreement**

- A.** The ARCHITECT shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$1,011,665 in the manner and in accordance with the fee schedule as set forth in Exhibit B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Exhibit B.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ARCHITECT shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Exhibit A.

SECTION 3 **Terms of Payment**

Payments to the ARCHITECT will be made as follows:

A. Invoice and Payment

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

SECTION 4 Obligations of the ARCHITECT

A. General

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

B. Standard of Care

The ARCHITECT shall perform its services:

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

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

C. Subsurface Investigations

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

D. Preparation of Architectural Drawings

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

E. Architect's Personnel at Construction Site

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

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

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

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

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

G. Construction Progress Payments

Recommendations by the ARCHITECT to the CITY for periodic construction progress payments to the construction contractor will be based on the ARCHITECT 's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ARCHITECT to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the

ARCHITECT has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

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

I. Right to Audit

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

J. INSURANCE

(1) ARCHITECT'S INSURANCE

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

compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.

- i. ARCHITECT waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ARCHITECT pursuant to this AGREEMENT.
- d. Professional Liability – ARCHITECT shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the ARCHITECT has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.
- b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.
- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.
- e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

ARCHITECT shall manage the PROJECT in accordance with the schedule developed per Exhibit A to this AGREEMENT.

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ARCHITECT and ARCHITECT's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic

testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

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

SECTION 5 **Obligations of the City**

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

The CITY will give prompt written notice to the ARCHITECT whenever CITY observes or becomes aware of any development that affects the scope or timing of the ARCHITECT 's

services or of any defect in the work of the ARCHITECT or construction contractors.

F. Asbestos or Hazardous Substances Release.

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

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

I. CITY's Insurance

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

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

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

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

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

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

L. Prohibition On Contracts With Companies Boycotting Israel

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

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

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

N. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City

at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

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

The contractor shall:

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

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

O. Agreement Documents

This AGREEMENT, including its Exhibits and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following Exhibits and schedules are hereby made a part of this AGREEMENT:

- Exhibit A - Scope of Services
- Exhibit B – Fee Proposal
- Exhibit C – Hourly Rate Schedule
- Exhibit D – Conflict of Interest Questionnaire

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

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

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Sara Hensley
City Manager

Date: 01/01/2022

BY:
Parkhill, Smith & Cooper, Inc

DocuSigned by:
Scott Nelson
Scott Nelson, AIA

Date: 12/21/2021

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

DocuSigned by:
Scott Gray
Signature

Director - Airport & Facilities

Title

Facilities Management

Department

Date Signed: 12/21/2021

2021-834696
2022-
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
Marcella Lunn
By:

ATTEST:
CITY SECRETARY

DocuSigned by:
Rosa Rios
By:

EXHIBIT A



REVISED December 3, 2021

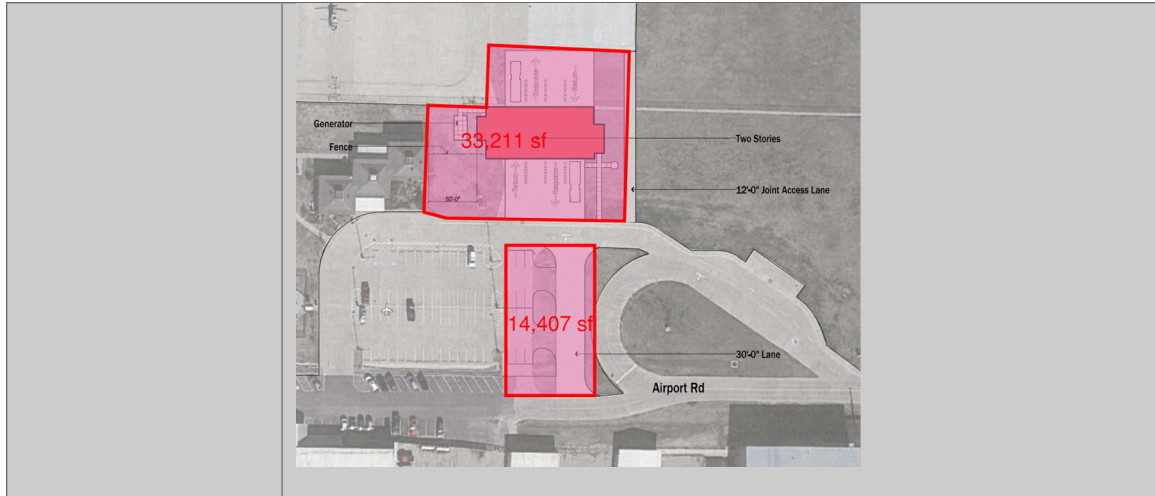
Ms. Marissa Barrett
Administration Manager
Airport & Facilities Management
City of Denton

RE: EXHIBIT **A,B,C,D** | Proposal for Professional Services
Denton Fire Station No. 9

Dear Ms. Barrett

Parkhill (A/E) is pleased to submit this proposal for professional services to the City of Denton; Denton, Texas (CLIENT) for the Fire Station No. 9 (PROJECT).

PROJECT SCOPE																											
Scope of Services	The scope of services to provide professional architectural and engineering services as follows:																										
	<table border="1"> <tr> <td>Architecture</td> <td>Parkhill + Martinez Architects</td> </tr> <tr> <td>Interior Design</td> <td>Parkhill + Martinez Architects</td> </tr> <tr> <td>Mechanical & Electrical Engineering</td> <td>Parkhill</td> </tr> <tr> <td>Structural Engineering</td> <td>Alpha Consulting Engineers</td> </tr> <tr> <td>Storm Shelter Peer Review</td> <td>Parkhill</td> </tr> <tr> <td>Civil Engineering</td> <td>MJ Thomas</td> </tr> <tr> <td>Landscape Architect</td> <td>Parkhill</td> </tr> <tr> <td>Surveying</td> <td>Coleman & Associates</td> </tr> <tr> <td>IT/Data/AV Design</td> <td>DataCom Design Group</td> </tr> <tr> <td>Security Design</td> <td>DataCom Design Group</td> </tr> <tr> <td>Sustainable Design</td> <td>Sustainable Concepts</td> </tr> <tr> <td>Cost Estimating</td> <td>OCMI</td> </tr> <tr> <td>Geotechnical Engineering</td> <td>D&S Engineering Labs</td> </tr> </table>	Architecture	Parkhill + Martinez Architects	Interior Design	Parkhill + Martinez Architects	Mechanical & Electrical Engineering	Parkhill	Structural Engineering	Alpha Consulting Engineers	Storm Shelter Peer Review	Parkhill	Civil Engineering	MJ Thomas	Landscape Architect	Parkhill	Surveying	Coleman & Associates	IT/Data/AV Design	DataCom Design Group	Security Design	DataCom Design Group	Sustainable Design	Sustainable Concepts	Cost Estimating	OCMI	Geotechnical Engineering	D&S Engineering Labs
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Sustainable Design	Sustainable Concepts																										
Cost Estimating	OCMI																										
Geotechnical Engineering	D&S Engineering Labs																										
Site Location	<p>Site (approximately 1.09 acres) is located east of the existing Denton Enterprise Airport building (5000 Airport Road, Denton, TX 76207) is anticipated to include the following:</p> <ul style="list-style-type: none"> ▪ Two outside aprons with one fueling area; ▪ Small visitor parking (12 spaces); ▪ Secured employee parking with 12 parking spaces; and ▪ An emergency generator & fuel tank with 72 hours fuel capacity at full load. 																										



Building Scope

New Fire Station / Aircraft Rescue & Fire Fighting (ARFF) facility (approximately 13,640 sf) is anticipated to include the following:

- Two-Story building with an observation deck on the second floor.
- Four (4) bays, one of which will meet the FAA’s applicable ARFF guidelines
 - Level 1 will have the standard support services for a fire station of this type. This includes a bunker gear room, foam storage, dry chemical storage, decontamination room, utility room, workshop, self-contained breathing apparatus (SCBA) room, laundry room and PD satellite office.
 - Level 2 will have an observation deck; kitchen & dining; exercise area; day room; six (6) sleeping quarters supported by three single restrooms/showers; and a Captain’s office supported by private sleeping quarters and a private bathroom/shower.

Location	Area
First Floor	
Restrooms	156 NSF
Fleet Bay	5,194 NSF
Decontamination	435 NSF
First Aid/EMS	125 NSF
Lockers	299 NSF
Hose/SCBA	411 NSF
Shop	291 NSF
Subtotal First Floor	6,911 NSF
Second Floor	
Bedrooms	772 NSF
Captains Office/Quarters	291 NSF
Restrooms	500 NSF
Laundry	181 NSF
Day Room	444 NSF
Kitchen/Dining	816 NSF
Watch Office	128 NSF
Observation Deck	343 NSF
Foam on Mezzanine	268 NSF
Storage	167 NSF

	Janitor	58 NSF
	Gym	535 NSF
	Subtotal Second Floor	4,503 NSF
	Subtotal of Net Assignable SF	11,414 NSF
	IT/Mechanical	170 NSF
	Circulation	2,056 NSF
	Total Gross Building SF	13,640 GSF
Budget	Construction Budget (Hard Cost) is approximately: <ul style="list-style-type: none"> ▪ Base Building & Site \$7,000,000.00 	
Schedule	Notice to Proceed Jan. 12, 2022 Design Jan. 13, 2022 – Sept. 9, 2022 Bid & Permit Sept. 12, 2022 – Oct. 5, 2022 Construction Oct. 5, 2022 – Aug. 28, 2023	

SCOPE OF SERVICES

A/E will provide professional services according to Exhibit A – Scope of Services.

COMPENSATION

A/E will provide professional services on a lump sum basis plus reimbursable expenses. Refer to Exhibit B – Fee Proposal, for a breakdown of associated fees.

Invoices shall be issued monthly based on a percent complete basis.

Changes to the scope of work including, changes to previously approved documents, project schedule, project scope, or scope of services may, as mutually agreed to result in additional services.

The additional services will be performed as a mutually agreed to lump sum authorized in advance and in writing, or if agreed to by the City, at the hourly rates contained in Exhibit C – Hourly Rate Schedule.

REIMBURSABLE EXPENSES

Reimbursable expenses will be billed at invoice cost and include local travel, normal postage/shipping, reproductions/copies and color plots/prints.

EXISTING CONDITIONS

A/E will make no representations regarding the suitability for reuse of the existing structures on the site and is not responsible for the condition of the existing structures.

TERMS AND CONDITIONS

The Texas Board of Architectural Examiners, P. O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as Architects, Interior Designers and Landscape Architects in Texas.

If this proposal is not executed within 30 days from the issue date, A/E reserves the right to review Compensation, Payment Schedule and Staffing Commitments.

Sincerely,

Parkhill

By



Scott Nelson, AIA

EXHIBITS:

Exhibit A – Scope of Services

Exhibit B – Fee Proposal

Exhibit C – Hourly Rate Schedule

EXHIBIT A – Scope of Services

REVISED December 3, 2021

PROJECT DELIVERY SYSTEM

A/E's services, compensation and time schedule for performance of services are based on the use of the Construction Manager at Risk (CMAR) with one prime construction contract project delivery system and are subject to adjustment if another delivery system is utilized.

DESIGN SERVICES

A/E proposes to provide professional architecture and engineering services for the project scope as stated in the proposal, and as normally and reasonably required on projects of similar size and scope. In the event of a conflict between any Exhibit and the City's Professional Service Agreement, the Agreement shall rule.

I – PRE-DESIGN SERVICES

Prior to commencement of the work, the A/E assumes the Client has furnished the following information as to their design requirements, operational standards and guidelines, preliminary program, project schedule, total budget broken down for all areas, and all such information which shall be pertinent to the creation and carrying out of the project's design intent. A/E will review the program furnished by the Client to ascertain the requirements of the Project and will arrive at mutual understanding of such requirements with the Client. The A/E will develop concept design documents consisting of diagrams, drawings and other documents illustrating the scale and relationship of the project components. Based on the mutually agreed upon program, schedule and construction budget requirements, A/E will proceed to Schematic Design Phase Services.

Deliverables

- Square Foot Building Program
- Space Flow/ Relationship Adjacency Diagrams for up to three (3) concept design options

Meetings

Design Team Meetings (3)

Additional Services

- Master Plan of future building(s) & site amenities

II – SCHEMATIC DESIGN PHASE SERVICES

The Schematic Design Documents will include the design for the total build out of the Project based on the Conceptual Design Package. The A/E's architectural plans will be prepared using Autodesk Revit (BIM Software). The A/E will develop the one (1) approved concept design option into a refined document and provide supporting documents illustrating the architectural style of the façade and floor plan to allow City Council to approve one (1) option to move into Design Development.

Deliverables

- 50% Schematic Design Review
- 100% Schematic Design Presentation Site Plan, Floor Plans and Exterior Elevations.
- Narrative of Mechanical, Electrical & Plumbing (MEP) Systems.
- Narrative of Structural Systems.

Meetings

Design Team Meetings (3)

Additional Services

Not included in Base Proposal, A/E will provide the following as Additional Services when authorized by Client:

- Presentation Renderings

- Presentation Animation
- Detailed Cost Estimating

III – DESIGN DEVELOPMENT PHASE SERVICES

A/E will provide Design Development documents based on approved Schematic Design documents and updated Project budget. The documents will illustrate and describe refinement of the design of the Project establishing the scope, relationships, forms, size, and appearance of the Project by means of plans, elevations, and sections, typical construction details, and equipment layouts. The documents will identify major systems and materials and in general their quality levels.

A/E will prepare two (2) color schemes for the Client's selection. The schemes will identify basic floor, wall and ceiling colors, finishes and textures; it will not be a detailed selection of all materials. After a selection of the schematic scheme by the Client, A/E will proceed to develop an in-depth color, finish and texture submittal for the Client's approval. A maximum of two (2) meetings for development of the final scheme is included in this Agreement. After approval of the color scheme, a digital presentation board will be prepared in PDF format for use by the Client.

Deliverables

Drawings:

- Floor Plans, Elevations, Building Sections, Wall Sections
- Reflected Ceiling Plans, Finish Plan, Interior Elevations of key components

Specifications:

- Table of Contents
- Outline narrative of key building components and products.

Schedules:

- Typical Room Finish Schedule.
- One (1) Physical Sample Presentation Board of the approved color scheme.

Meetings

Design Team Meetings (2)

Additional Services

Not included in Base Proposal, A/E will provide the following as Additional Services when authorized by Client:

- Additional Color Scheme's beyond those listed above.
- Additional Physical Sample Presentation Board beyond those listed above.

IV – CONSTRUCTION DOCUMENTS PHASE SERVICES

A/E will provide Construction Documents based on approved Design Development documents and updated Project budget. The documents will be based on the use of AIA A201-2017 General Conditions and will include detailed requirements for construction and include drawings and specifications that establish in detail the quality level of systems and materials. A/E will assist the Client in the preparation of supplementary conditions for AIA A201-2017 General Conditions and other standard AIA contract forms.

Deliverables

Drawings and Specifications setting forth the requirements for the construction of the Project.

Construction Phasing

Construction documents will be produced in one package.

Entitlements and Permitting

Documents will be produced per Authority Having Jurisdiction requirements to procure the proper entitlements and permits for the project and will be produced in two (2) packages (site plan and building package).

Meetings

Design Team Meetings (2)

Additional Services

Not included in Base Proposal, A/E will provide the following as Additional Services when authorized by Client:

- Preparation of Construction Documents for more than two (2) Alternates.
- Preparation of Construction Documents for more than two (2) bid packages.

V – BIDDING OR NEGOTIATION & PERMITTING PHASE SERVICES

A/E will assist the Client and the CMAR in the preparation of necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Client and the Contractor. A/E will inform the Client, to the best of their knowledge, and will assist the Client in connection with the Client's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project.

Services limited to:

- Hold one (1) Pre-Bid Conference on site.
- Respond to Bidder's Request for Clarifications.

Meetings

Design Team Meetings (1)

Additional Services

Not included in Base Proposal, A/E will provide the following as Additional Services when authorized by Client:

- Attend multiple Pre-Bid Conferences on site or at the Client's office.

VI – CONSTRUCTION PHASE SERVICES

A/E will be the representative of and will advise and consult with the Client during construction until ninety (90) days after the Date of Substantial Completion. A/E will have authority to act on behalf of the Client only to the extent provided in this Agreement unless otherwise modified by written instrument. A/E will visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Client and A/E in writing to become familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, A/E will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observation as a design professional, A/E will keep the Client informed of the overall progress and quality of the Work. Based on the A/E's observations and evaluations of the Contractor's Applications for Payment, A/E will review and certify the amounts due the Contractor.

A/E shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. The Client agrees that the Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the Contractor.

If, due to an error or an omission by A/E, any required item or component of the project is omitted from the Construction Documents, A/E shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise add value or betterment to the project.

Services limited to:

- Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- Visits to the site by A/E over the duration of the Project during construction shall be limited to the number of months of construction time established by the Contractor during the bidding/proposal phase times two (2).
- Two (2) site observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- Two (2) site observations for any portion of the Work to determine final completion.

Construction Period

Base Proposal is predicated on Nine (9) month construction period to Substantial Completion.

Additional Services

Not included in Base Proposal, A/E will provide the following as Additional Services when authorized by Client:

- Attend multiple Pre-Bid Conferences on site or at the Client's office.
- Supplement CA services will allow for weekly CA site observations.

SPECIALTY SCOPE OF SERVICES

1. SURVEY

- Boundary Survey for approximately 1.09 acres will describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site.
- Topographical Survey will document the property's contours at one-foot intervals and observed utilities. Deliverables will include preparing existing conditions drawing with contours and significant spot grades.
- Tree Survey to include tagging 6" specimen trees and larger would be considered an Additional Service.

2. CIVIL ENGINEERING SERVICES (On-Site)

A/E to provide on-site development services including utilities (water, sewer), parking lots, sidewalks, drainage and vehicle circulation. Special conditions to include:

- Relocate existing gate.
- Relocate existing appurtenance (vault?) within south concrete approach to Fire Station
- Coordinate possible electrical x-former and rack near south concrete approach to Fire Station
- Sewer service will connect to the east, approximately 400 feet. Provide plan/profile and appurtenances.
- Drainage to comply with the Denton Development Code and Stormwater Design Criteria

Additional Services

Not included in Base Proposal, A/E will provide the following as Additional Services when authorized by Client:

- On-site Drainage detention required to mitigate 100 yr rain event for this development
- Analysis of any existing drainage issues beyond the project site.
- Off-site drainage design, detention design easement acquisition or grade-to drain permission.
- Construction staking.
- Changes in the site plan, scope of work, or other items, which result in redesign of the civil drawings.
- Preliminary Plating
- Downstream Drainage Assessment
- Traffic Impact Analysis
- TXDOT Permits
- Flood Studies/Wetland Studies
- Environmental Services
- Applications or presentation to the Board of Adjustments for Variances.

- Zoning Change Request
 - Retaining wall design.
 - Re-design, re-study and/or revisions to recommended directives, conceptual or final studies, drawings, specifications or other documents after same have been previously approved by the owner in order to accomplish changes requested by the Owner.
 - Lift Station Design
3. CIVIL ENGINEERING SERVICES (Off-Site)
A/E to provide engineering services to remove and relocate existing 6" water line for an assumed length of 400 linear feet to meet city of Denton requirements. Any other public infrastructure required to be designed will be considered additional services and negotiated with the client prior to proceeding.
4. LANDSCAPE ARCHITECTURE SERVICES
A/E to provide planting and irrigation design services.
5. SITE ENTITLEMENT SERVICES
Services include assisting with the process of Entitlements in obtaining discretionary approvals for the right to develop and/or construct on a property for its desired use(s).

A/E services during Entitlements shall include preparation and/or submittal of the following:

- Final Engineered Site Design
- Refined Definition of Project Scope of Work
- Engineered Site Plan
- Preliminary and Final Plat
- Architectural Elevations / Renderings
- One (1) Planning and Zoning Hearing(s) and Preliminary Site Plan Approval
- One (1) City Council Hearing(s) and Final Site Plan Approval

Additional Services

Not included in Base Proposal, A/E will provide the following as Additional Services when authorized by Client:

- Variance Requests
 - Special Use Permits
 - Driveway Access Permits
 - Public Hearing(s)
6. AUDIO/VIDEO/ACOUSTIC DESIGN
Audio/Video infrastructure and active equipment design for the presentation and teaching spaces, to include:
- Audio/Video design to include infrastructure to support AV spaces and any ADA required audio systems.
 - Evaluation of relevant AV active equipment to determine the infrastructure needs of the presentation spaces, specifications and drawings associated with the AV infrastructure system.
 - Develop AV room layouts and assist with power requirements, screen locations, conduit, floor boxes, speaker locations, and lectern location.

Architectural Acoustical consultation and analysis to address sound propagation, speech intelligibility, speech and music enhancement, and noise mitigation within the new / renovated space. This may include consultation on partition and glazing type, space planning, room shaping, finish selections, and construction methods. Establish the appropriate acoustical design criteria, such as Reverberation Time (RT), Noise Criteria (NC) and Sound Transmission Class (STC).

7. IT/DATA/SECURITY DESIGN
Information Transport Systems infrastructure design services shall include:

- Technology infrastructure design to support voice and data.
- Main MDF / Server Room layout, design and power/cooling coordination.
- Telecom Rooms design, layout and connectivity.
- Infrastructure design to support wireless access connectivity in specific building areas.

Electronic Security systems design shall include:

- Access Control
- Intrusion Detection
- Electronic Surveillance
- Emergency Notification and Duress

8. FOOD SERVICE DESIGN

Food Service design shall include preliminary design of residential kitchen equipment.

Additional Services

Not included in Base Proposal, A/E will provide the following as Additional Services when authorized by Client:

- Consultation and review for full-service design of commercial kitchen including equipment plan with schedule, food service utility rough-ins, elevations, sections and details will be prepared.
- Utensils, tabletop supplies and equipment otherwise known as Small wares.
- Point of Sale and IT systems

9. FF&E DESIGN

Services include assisting in selections relating to movable furniture, furnishings and equipment. These tasks shall include:

- Evaluate client FF&E needs, including inventory of existing furniture to be repurposed.
- Develop FF&E budgets.
- Evaluate and select products.
- Prepare cost estimates and specifications.
- Solicit bids or negotiate pricing.
- Review and track orders.
- Plan and oversee installation.
- Prepare punch list.

10. GEOTECHNICAL ENGINEERING

The objective of this geotechnical investigation will be to obtain subsurface data and to develop foundation and earthwork recommendations for the design of the proposed building and associated pavements.

- Field Services to include a total of six (6) borings will be advanced across the site. Four (4) borings will be drilled within the footprints of the proposed fire station facility and generator pad areas to depths of about 40 feet, or 15 feet into competent bedrock, whichever occurs first. Two (2) borings will be advanced within the proposed parking areas to depths of about 10 feet.
- Laboratory Services to include selected laboratory testing of the samples will be performed to evaluate soil index properties, strength, volume change potential, and chemical characteristics of the subsurface materials to provide data for analysis.
- Engineering Analysis & Report

Additional Services

Not included in Base Proposal, A/E will provide the following as Additional Services when authorized by Client:

- Additional Borings
- Construction Material Testing

OPTIONAL ADDITIONAL SCOPE OF SERVICES

Not included in Base Proposal, A/E will provide the following as Additional Services when authorized by Client:

1. ENVELOPE CONSULTANT

Services to include building envelope design recommendations and analysis of proposed assemblies. These tasks my include:

- Recommendations for general conformance with material manufacturers' requirements and industry standards
- Review of project design for general conformance to the project team's design and materials selection decisions.
- Review of envelope construction specifications for conformance with industry practice, coordination with project detail drawings, and manufacture's understood requirements.

2. ACCESSIBILITY CONSULTANT

Services include design review and recommendations to comply with the requirements of the Americans with Disabilities Act (ADA) and the Texas Accessibility Standards (TAS) for projects in the State of Texas. These tasks include:

- Preliminary Plan review at 100% SD
- Preliminary Plan review at 100% DD
- TDLR review at 100% CD
- TDLR Registration
- TDLR inspection at substantial completion

3. COMMISSIONING (MEP)

Services include basic commissioning requirements per 2018 IECC, Section C408, of mechanical, service water heating, and lighting control systems.

4. SWPPP

Services include the development and documentation of the Stormwater Pollution Prevention Plan excluding inspections during construction.

5. Artwork Selection

Services include coordination/selection of printing, framing and installation of art pieces.

QUALIFICATIONS

The Client shall designate a representative authorized to act in the Client's behalf who shall make decisions with respect to the Project. The Client, or such authorized representative, shall examine the design documents submitted by A/E and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the process of A/E's design services.

Client warrants that in transmitting existing documents prepared by other designers or design professionals, or any other information, Client is the copyright Client of such information or has permission from the copyright Client to transmit such information for its use on the Project.

OPINIONS OF PROBABLE CONSTRUCTION COST

In providing estimates or opinions of probable construction cost, the Client understands that the A/E has no control over the cost or availability of labor, equipment or materials, or over market conditions or the CMAR's method of pricing, and that the A/E's estimates or opinions of probable construction costs are made on the basis of the A/E's professional judgment and experience. The A/E makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from the A/E's estimates or opinions of probable construction cost.

ACCESSIBILITY

The Client acknowledges that the requirements of the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) for projects in the State of Texas, and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. The Client further acknowledges that the ADA is a Civil Rights law and not a building code and does not have prescriptive language. A/E, therefore, will use its reasonable professional efforts and judgments, in working alongside the Accessibility Consultant's direction & recommendations, to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. A/E, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

All projects in the State of Texas must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with TAS requirements. A/E will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the project TDLR requires an inspection of the project for compliance confirmation. However, A/E cannot and does not warrant or guarantee that different rules and or interpretation may be applied to the Client's Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan may be required.

HAZARDOUS MATERIALS

As used in this Proposal, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

All parties acknowledge that the A/E's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event A/E or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to A/E that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of A/E's services, A/E may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or CMARs to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

SERVICES BY CLIENT

Client will provide access to work site, obtain applicable permits, provide appropriate legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the Scope of Work. Client shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement.

Services specifically excluded from our scope of services include, but are not limited to, the following:

- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Construction Material Testing
- Texas Department of Health Demolition Notification
- Commissioning and Special Inspections
- Traffic Impact Analysis
- Furniture, Fixture, Equipment Procurement

END OF SCOPE OF SERVICES

EXHIBIT B – Fee Proposal

REVISED December 3, 2021

Description	Architectural	Structural	Mechanical & Electrical	Survey	Civil Eng. (On-Site)	Civil Eng. (Off-Site)	Landscape Design	Interior Design (Fixed)	Interior Design (FF&E)	IT, Teledata, Telecomm & AV	Security	Cost Estimating	Sustainable Design	Geotechnical Engineering	Storm Sht. Peer Review	Total	Comments
Design and Engineering Fees																	
Masterplanning & Programming	\$ 24,400.00			\$ 12,500.00	\$ 2,000.00	\$ 600.00	\$ 1,000.00					\$ 4,940.00		\$ 9,800.00		\$ 55,240.00	
Schematic Design	\$ 73,200.00	\$ 8,600.00	\$ 15,100.00		\$ 5,900.00	\$ 1,800.00	\$ 2,800.00	\$ 4,400.00	\$ 1,800.00	\$ 1,600.00	\$ 960.00	\$ 6,920.00	\$ 4,000.00			\$ 127,080.00	
Design Development	\$ 146,300.00	\$ 12,800.00	\$ 22,600.00		\$ 11,700.00	\$ 3,500.00	\$ 5,600.00	\$ 6,500.00	\$ 3,500.00	\$ 2,560.00	\$ 1,280.00	\$ 7,260.00	\$ 4,000.00			\$ 227,600.00	
Construction Documents	\$ 121,900.00	\$ 10,700.00	\$ 18,800.00		\$ 9,800.00	\$ 2,900.00	\$ 4,700.00	\$ 5,400.00	\$ 5,100.00	\$ 4,480.00	\$ 1,920.00	\$ 4,725.00	\$ 8,000.00		\$ 8,000.00	\$ 206,425.00	
Bidding & Negotiation	\$ 24,400.00	\$ 2,200.00	\$ 3,800.00		\$ 2,000.00	\$ 600.00	\$ 1,000.00	\$ 1,100.00	\$ 800.00	\$ 320.00	\$ 320.00					\$ 36,540.00	
Contract Administration	\$ 97,500.00	\$ 8,600.00	\$ 15,100.00		\$ 7,800.00	\$ 2,300.00	\$ 3,800.00	\$ 4,300.00	\$ 3,200.00	\$ 2,560.00	\$ 1,280.00		\$ 16,000.00			\$ 162,440.00	
Subtotal Design Fees	\$ 487,700.00	\$ 42,900.00	\$ 75,400.00	\$ 12,500.00	\$ 39,200.00	\$ 11,700.00	\$ 18,900.00	\$ 21,700.00	\$ 14,400.00	\$ 11,520.00	\$ 5,760.00	\$ 23,845.00	\$ 32,000.00	\$ 9,800.00	\$ 8,000.00	\$ 815,325.00	
Reimbursable Expenses																	
Reproduction & Printing Costs																\$ -	
Shipping/Overnight Services & Postage																\$ -	
Mileage, Airfare, Lodging, Meals, & Travel Costs																\$ -	
Reimbursable Contingency	\$ 18,700.00															\$ 18,700.00	
Subtotal Reimbursable Expenses	\$ 18,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,700.00	
Alternates (Value Added Services at the Owner's Option)																	
Alternate #01 - Energy Modelling													\$ 19,000.00			\$ 19,000.00	
Alternate #02 - LEED Certification (Lowest Level)													\$ 22,000.00			\$ 22,000.00	
Alternate #03 - FF&E Procurement Management																\$ -	
Alternate #04 - Electronic As-Built from GC's Redlines	\$ 3,500.00	\$ 400.00	\$ 600.00	\$ -	\$ 300.00	\$ 100.00	\$ 200.00	\$ 200.00		\$ 320.00	\$ 320.00					\$ 5,940.00	
Alternate #05 - Site Entitlement Services	\$ 15,600.00				\$ 4,000.00		\$ 9,600.00									\$ 29,200.00	
Alternate #06 - Preliminary & Final Plat (74 ac)				\$ 7,500.00	\$ 4,000.00											\$ 11,500.00	
Alternate #06 - Owners Allowance for Off-Site Engineering & Other Changes						\$ 90,000.00										\$ 90,000.00	
Subtotal Alternates	\$ 19,100.00	\$ 400.00	\$ 600.00	\$ 7,500.00	\$ 8,300.00	\$ 90,100.00	\$ 9,800.00	\$ 200.00	\$ -	\$ 320.00	\$ 320.00	\$ -	\$ 41,000.00	\$ -	\$ -	\$ 177,640.00	
Total of Fees, Reimbursable & Alternates	\$ 525,500.00	\$ 43,300.00	\$ 76,000.00	\$ 20,000.00	\$ 47,500.00	\$ 101,800.00	\$ 28,700.00	\$ 21,900.00	\$ 14,400.00	\$ 11,840.00	\$ 6,080.00	\$ 23,845.00	\$ 73,000.00	\$ 9,800.00	\$ 8,000.00	\$ 1,011,665.00	

EXHIBIT C – Hourly Rate Schedule

REVISED December 3, 2021

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$68.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
		Architect	\$167.00	Architect	\$277.00
SUPPORT STAFF II	\$79.00	Civil Engineer	\$197.00	Civil Engineer	\$298.00
		Electrical Engineer	\$191.00	Electrical Engineer	\$311.00
SUPPORT STAFF III	\$109.00	Interior Designer	\$150.00	Interior Designer	\$239.00
		Landscape Architect	\$162.00	Landscape Architect	\$257.00
SUPPORT STAFF IV	\$116.00	Mechanical Engineer	\$191.00	Mechanical Engineer	\$311.00
		Structural Engineer	\$189.00	Structural Engineer	\$285.00
SUPPORT STAFF V	\$129.00	Surveyor III	\$134.00	Professional Surveyor VI	\$218.00
		Other Professional	\$147.00	Other Professional	\$234.00
SUPPORT STAFF VI	\$139.00				
PROFESSIONAL LEVEL I		PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Architect	\$137.00	Architect	\$205.00	Architect	\$356.00
Civil Engineer	\$142.00	Civil Engineer	\$230.00	Civil Engineer	\$356.00
Electrical Engineer	\$145.00	Electrical Engineer	\$225.00	Electrical Engineer	\$356.00
Interior Designer	\$130.00	Interior Designer	\$164.00	Interior Designer	\$268.00
Landscape Architect	\$130.00	Landscape Architect	\$175.00	Landscape Architect	\$356.00
Mechanical Engineer	\$142.00	Mechanical Engineer	\$225.00	Mechanical Engineer	\$356.00
Structural Engineer	\$136.00	Structural Engineer	\$219.00	Structural Engineer	\$356.00
Surveyor I	\$103.00	Surveyor IV	\$154.00	Professional Surveyor VII	\$241.00
Other Professional	\$128.00	Other Professional	\$174.00	Other Professional	\$356.00
PROFESSIONAL LEVEL II		PROFESSIONAL LEVEL V			
Architect	\$147.00	Architect	\$249.00		
Civil Engineer	\$159.00	Civil Engineer	\$277.00		
Electrical Engineer	\$164.00	Electrical Engineer	\$275.00		
Interior Designer	\$137.00	Interior Designer	\$197.00		
Landscape Architect	\$137.00	Landscape Architect	\$213.00		
Mechanical Engineer	\$164.00	Mechanical Engineer	\$275.00		
Structural Engineer	\$154.00	Structural Engineer	\$264.00		
Surveyor II	\$115.00	Professional Surveyor V	\$181.00		
Other Professional	\$135.00	Other Professional	\$194.00		

Foregoing Schedule of Changes is incorporated into the Agreement for Services provided, effective January 1, 2022 through December 31, 2022. After December 31, 2022, invoices will reflect the Schedule of Changes currently in effect.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE -**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

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

Parkhill, Smith & Cooper, Inc.

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

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

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

N/A

Name of Officer

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

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

Yes

No

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

Yes

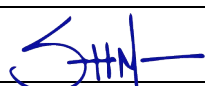
No

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

Yes

No

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

4 **I have no Conflict of Interest to disclose.****5** 

Signature of vendor doing business with the governmental entity

October 12, 2021

Date