

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR THE DESIGN SERVICES OF THE MINGO RUDELL ROADWAY AND QUIET ZONE PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7599-017 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO KIMLEY-HORN AND ASSOCIATES, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$6,640,400.00).

WHEREAS, on May 18, 2021, the City Council approved a pre-qualified professional engineering list (Ordinance 21-894); and

WHEREAS, 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, this procurement was undertaken as part of the City’s governmental function; 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 Kimley-Horn and Associates, Inc., for the design services of the Mingo Ruddell Quiet Zone project for the Capital Projects Department, 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 _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2024.

GERARD HUDSPETH, MAYOR

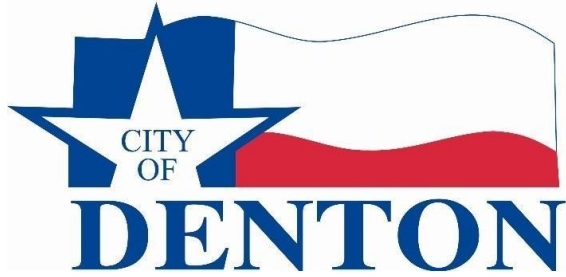
ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Digitally signed by Marcella Lunn
DN: dc=com, dc=cityofdenton,
dc=codad, ou=Department Users and
Groups, ou=General Government,
ou=Legal, cn=Marcella Lunn,
email=Marcella.Lunn@cityofdenton.com
Date: 2024.04.22 10:12:00 -05'00'



DocuSign City Council Transmittal Coversheet

PSA	7599-017
File Name	Mingo-Ruddell Quiet Zone Improvement Design
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Kimley-Horn and Associates, Inc., with its corporate office at 1999 Bryan St. Ste. 900, Dallas, TX 75201 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Design of Mingo Ruddell Quiet Zone Project. (the "PROJECT").

SECTION 1 **Scope of Services**

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

SECTION 2 **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$6,640,400 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

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

SECTION 4 Obligations of the Engineer

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

C. Subsurface Investigations

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

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

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

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

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

G. Construction Progress Payments

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

H. Record Drawings

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

I. Right to Audit

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

J. INSURANCE

(1) ENGINEER'S INSURANCE

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

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

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

(2) GENERAL INSURANCE REQUIREMENTS

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

Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.
- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and

ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5 **Obligations of the City**

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's

facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.
- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement

cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.
 - b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.
- (2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:
- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
 - b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
 - c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.
- (3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition on Contracts with Companies Boycotting Israel

Engineer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer, pursuant to Chapters 2252 and 2270, 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. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

O. Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

P. Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

Q. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City’s Ethic Ordinance 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City’s Conflict of Interest Questionnaire.

R. 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/filinginfo/1295/>
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.

S. Agreement Documents

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

Attachment A - Scope of Services

Attachment B - Compensation

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.


The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

Duly executed by each party's designated representative to be effective on _____.

BY:
CITY OF DENTON, TEXAS

Sara Hensley, City Manager

BY:
ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC

DocuSigned by:
 Scott R. Arnold

Authorized Agent, Title

Full Name: Scott Arnold

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

DocuSigned by:
David Cain, PMP

7846EEFAB41BC4F2...
Signature

Director of Capital Projects
Title

Capital Projects
Department

Date Signed: 4/4/2024

ATTEST: _____, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
Marcella Lunn

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ATTACHMENT "A"

MINGO-RUDELLE-QUIET ZONE IMPROVEMENTS

Scope of Services

PROJECT UNDERSTANDING

The Scope of Services consists of design and construction phase services for full depth street reconstruction, storm drain installation, utility replacement, roadway illumination, traffic signals, quiet zone improvements, pedestrian and bicycle facility improvements along Mingo Road and Ruddell Street, as defined in Attachment E. This scope of services consists of the following:

- Reconstruction of Mingo Road between Bell Avenue to Mockingbird Lane to provide 3 lanes with curb cross section consisting of one lane each direction with center turn lane.
- Reconstruction of Ruddell Street from University Drive (US 380) to Mingo Road to provide 3 lanes with curb cross section consisting of one lane each direction with center turn lane.
- Creating a new Ruddell Street at-grade crossing at Mingo Road and Union Pacific Railroad (UPRR) tracks and extending a new alignment south to connect to Ruddell Street south of Ruddell Street and Texas Street intersection.
- Close the at-grade railroad crossings at Willis Street and Pertain Street.
- Installation of pedestrian infrastructure consisting of sidewalk and shared use path along both Mingo Road and Ruddell Street. The feasibility of installing on street bike lane with buffer will be evaluated based on right-of-way (ROW) constraints.
- Installation of internal storm drain and culvert crossings along Mingo Road and Ruddell Street. Additional drainage studies will be conducted for the Mingo Road culvert crossing and Meadow Oaks subdivision runoff.
- Provide photometric analysis and roadway illumination for both Mingo Road and Ruddell Street.
- Installation of a new traffic signal at the intersection of Mingo Road and Ruddell Street.
- Intersection improvements at Mingo Road and Mockingbird Lane and evaluate a new traffic signal at this intersection.
- Traffic signal modifications at Mingo Road at Nottingham Drive, Ruddell Street at US 380, and Mockingbird Lane and US 380.
- Quiet zone improvements and at-grade crossing improvements for the at-grade crossings of UPRR along Mingo Road at the crossings of Frame Street, new Ruddell Street crossing, Nottingham Drive, Private Driveway, and Mockingbird Lane.
- Provide traffic signal pre-emption and pedestrian and bicycle facility through railroad crossings.
- Relocations of approximately 8,600 linear feet of 6-inch through 12-inch water main and 4,800 linear feet of 8-inch through 15-inch sanitary sewer.

- Detailed Construction Phasing, Traffic Control, and Detour Plans for Mingo Road, Ruddell Street, at-grade crossings of UPRR along Mingo Road at the crossings of Frame Street, new Ruddell Street crossing, Nottingham Drive, Private Driveway, and Mockingbird Lane, and closures for the at-grade crossings of UPRR at Willis Street and Pertain Street

The ENGINEER understands the Project will be delivered via Construction Manager at Risk (CM@R).

SCOPE OF SERVICES

The ENGINEER will perform its services pursuant to the requirements delineated with ATTACHMENT "A". Services under this attachment consist of the following tasks:

- Task 1 – Project Management
- Task 2 – Coordination Meetings
- Task 3 – Public Involvement
- Task 4 – Data Collection
- Task 5 – Alternative Analysis
- Task 6 – Roadway Design
- Task 7 – Pedestrian and Bicycle Improvements
- Task 8 – Stormwater Design
- Task 9 – Quiet Zone Improvements
- Task 10 – Utility Design
- Task 11 – Traffic Signal Design
- Task 12 – Illumination Design
- Task 13 – Construction Phase Services
- Task 14 – Record Drawings
- Task 15 – Property Acquisition Services

Task 1 Project Management

Task 1.1 Kick-off Meeting and Risk Workshop

The ENGINEER will conduct a kick-off meeting and risk workshop with the project team to determine design criteria, project schedule, discuss project responsibilities, and create a risk register with the following:

- Critical issues affecting project completion.
- Significant project considerations.
- Permit requirements.
- Action plan for each identified risk.

Task 1.2 Monthly Status Reports and Invoicing

The ENGINEER will provide monthly invoices and status reports.

Task 1.3 Permitting

The CITY will be responsible for administration of all permits. The ENGINEER will provide exhibits and information necessary for permit approval. The ENGINEER understands the following permits will be required:

- TxDOT Permits for Traffic Signal Upgrade
- UPRR License Agreement for Water and Sewer Crossing
- Railroad right of entries
- UPRR Preliminary Engineering (PE) Agreement
- UPRR Pre-Emption Agreement
- UPRR Construction and Maintenance (C&M) Agreement

Task 1.4 CM@R Program Documentation

The ENGINEER will assist the CITY with CM@R program documentation. The ENGINEER will attend one (1) work session with the project team to discuss processes, procedures, and lessons learned as they relate to the CM@R delivery method.

Assumptions:

- The kick-off meeting and risk workshop will occur after the CM@R has been selected by the CITY.
- It is assumed Project Management will be required for forty-eight (48) months. Additional Project Management will be considered Additional Services.

Deliverables:

- Monthly invoices and status reports
- Meeting agendas and meeting notes
- CM@R lessons learned

Task 2 Coordination Meetings

Task 2.1 Coordination Meetings with Project Team

The ENGINEER will conduct and document biweekly (every two weeks) coordination meetings with the project team and other key stakeholders. During these meetings, the design team will discuss design elements, challenges, and make decisions regarding any proposed design options.

Task 2.2 DME and Franchise Utility Coordination

The ENGINEER will coordinate with Denton Municipal Electric (DME) and franchise utility companies within the project area to obtain existing line maps, determine potential conflicts, and provide conflict information to the CITY for further coordination. The ENGINEER will assist the CITY in review of any franchise utility relocation plans. Up to three hundred (300) hours will be spent on franchise utility coordination. Any additional time spent beyond the allotted three hundred (300) hours will be considered additional services.

Task 2.3 TWU Coordination

The ENGINEER will conduct and document up to five (5) meetings with Texas Woman's University (TWU) staff. These meetings will focus on project segments within the TWU campus to coordinate design alternatives, ROW acquisition, constructability, and schedule. Up to two hundred (200) hours will be spent on TWU coordination. Any additional time spent beyond the allotted two hundred (200) hours will be considered additional services.

Task 2.4 UPRR Coordination

The ENGINEER will coordinate with UPRR for both quiet zone improvements and widening of roadway on their ROW. These meetings will focus on project segments within the UPRR to coordinate design alternatives, ROW acquisition, constructability, and schedule.

This task will consist of any meetings and documentation required by UPRR prior to and after diagnostic meeting. The ENGINEER anticipates pre-diagnostic coordination with UPRR is necessary to determine the cross section of Mingo Road that will be widened to existing UPRR Right-of-Way. The ENGINEER will prepare one (1) Justification Memo as needed to request exception to UPRR criteria. The cross-section exhibits will be developed for UPRR discussion as outlined on Task 5.1. Any additional exhibits required will be provided under this task. Up to two hundred and fifty (250) hours will be spent on UPRR coordination. Any additional time spent beyond the allotted two hundred fifty (250) hours will be considered additional services.

Task 2.5 TxDOT Coordination

The ENGINEER will coordinate with TxDOT for the project to tie in at US 380 and Ruddell Street and Mockingbird Lane intersections. The ENGINEER will submit permit plans to TxDOT for any necessary modifications required at these intersections for approval. Up to forty (40) hours will be spent on TxDOT coordination. Any additional time spent beyond the allotted forty (40) hours will be considered additional services.

Task 2.6 Additional Stakeholder Coordination

The ENGINEER will provide additional coordination for stakeholders along the corridor, including but not limited to adjacent residents and businesses. Up to one hundred (100) hours will be spent on Additional Stakeholder Coordination. Any additional time spent beyond the allotted one hundred (100) hours will be considered additional services.

Assumptions:

- It is assumed Coordination Meetings will be required for thirty-six (36) months. Additional Coordination Meetings will be considered Additional Services.
- It is assumed Coordination Meetings with Project Team will occur virtually.
- Franchise Utility, TWU, UPRR and TxDOT coordination may be virtual or in-person.

Deliverables:

- Meeting agendas and meeting notes

Task 3 Public Involvement

Task 3.1 Public Meetings

The ENGINEER will prepare materials, attend, and document as needed for up to four (4) public meetings. The CITY will be responsible for selecting and scheduling meeting location and distributing notifications to the public either through mailers, social media, or email. It is anticipated the public meetings will occur during conceptual design, final design, pre-construction, and during construction.

Task 3.2 Project Informational Materials

The ENGINEER will assist the CITY with updated project information and materials to be used in council meetings and for a project website.

Deliverables:

- Public meeting materials and meeting notes
- Project informational materials

Task 4 Data Collection

Task 4.1 Data Collection and Analysis

The ENGINEER will collect data to develop a base map. This information will be utilized to analyze existing constraints and issues for the development of the conceptual design. The following elements will be used to develop the base map.

- 4.1.1 Aerial Photography – The ENGINEER will collect aerial photography for the project corridor from NearMaps and/or available aerial photos from the CITY.
- 4.1.2 Available Record Drawing Research – The ENGINEER will collect any available record drawings from the CITY within the project limits.
- 4.1.3 Available CITY GIS utility information – The ENGINEER will utilize the CITY’s online GIS information to compile utility information for the study area.
- 4.1.4 Field Observation – The ENGINEER will conduct up to three (3) site visits to visually document the existing conditions with the CM@R.
- 4.1.5 Utility Data Collection – The ENGINEER will meet with the CITY to discuss historical, existing, and future conditions along the project corridor.

Task 4.2 Topographic and Boundary Survey

The ENGINEER will prepare a topographic survey and right-of-way determination to be used for civil engineering design purposes. The topographic survey is to be used in-house and will not be issued as a stand-alone survey document.

- 4.2.1 The limits of survey along Mingo Road extend from the intersection of N Bell Ave to E University Drive (US 380) and it will extend along North Ruddell from Paco Trail south of railroad tracks to E University Drive to the north. The limits of topographic survey for the project area is identified in Attachment E.

- 4.2.2 The survey will consist of: the location of the right-of-way lines and adjoining property lines including UPRR right-of-way along with existing easements readily available in the public record (this does not include an abstract of title); elevations; contour lines representing the surface of the existing ground at one foot intervals based on a survey grid system and tied to existing control points; observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, franchise utility facility appurtenances, trees, shrubs, and flowerbeds; pavement, sidewalk, and other visible corridor improvements; UPRR rails and crossing panels; and benchmarks established with the survey.

Task 4.3 Geotechnical Analysis

The ENGINEER will utilize a subconsultant to perform geotechnical analysis to determine a pavement and subgrade treatment recommendation. Up to thirty (30) bore holes will be completed for the analysis. Additional soil analysis will be obtained for recommendations to be used in retaining wall design.

Task 4.4 Subsurface Utility Engineering (SUE)

The ENGINEER will, via a sub-consultant, expose certain utilities using SUE methods and collect survey data on their exposed location. This information will be used during civil engineering design. SUE qualities are described as follows:

4.4.1 Level B Subsurface Utility Exploration

- Quality Level B (QL-B) involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called “designating”. The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references.
- SUE QL-B will be completed for the entire project area identified in Attachment E. Additional Level B SUE will be considered additional services.

4.4.2 Level A Subsurface Utility Exploration

- Quality Level A (QL-A), also known as “locating”, is the highest level of accuracy presently available and involves the full use of subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities. QL-A provides the type, size, condition, material, and other characteristics of underground features.
- SUE QL-A fee is based on obtaining up to one hundred (100) test holes within the limits of Attachment E. Test hole information will be provided in the construction drawings in a table format. Any additional test holes needed will be considered additional services.

Task 4.5 Traffic Data Collection

The ENGINEER will, via subconsultant collect traffic data as follows: The collected traffic data will be used for engineering design purposes, railroad quiet zone calculations, and preparation of NOE and NOI in Task 9.

- 4.5.1 Collect the 72 hours traffic, cyclists, and pedestrian volumes for all six (6) existing railroad crossings locations.
- 4.5.2 Collect 24 hours traffic, cyclists, and pedestrian counts at two (2) locations along Mingo Road.
- 4.5.3 Collect 24 hours traffic, cyclists, and pedestrian counts one (1) location on Ruddell Street.
- 4.5.4 Collect 24 hour Turning Movement Counts (TMC) at the intersection of Mingo Road and Mockingbird Lane.

Deliverables:

- Geotechnical Report.
- SUE plans and test hole logs.
- Traffic Data

Task 5 Alternative Analysis

Task 5.1 Street Section Alternatives

- 5.1.1 The ENGINEER will prepare up to six (6) design alternatives to determine CITY preferred street section; three (3) alternatives for Mingo Road and three (3) alternatives for Ruddell Street. Both street segments will be designed with one lane each direction, two-way center turn lanes, and curb and gutter. The design alternatives will accommodate pedestrian and bicycle infrastructure.
- 5.1.2 The ENGINEER will prepare a 22"x34" Alternative Exhibit for each roadway cross section design alternative, up to six (6) exhibits.
- 5.1.3 The ENGINEER will prepare up to three (3) separate exhibits before diagnostic meeting with UPRR to discuss widening of Mingo Road on UPRR right-of-way. The preferred alternative will be selected by CITY and UPRR prior to diagnostic meeting.

Task 5.2 Ruddell Alignment Analysis

- 5.2.1 The ENGINEER will prepare up to three (3) design alternatives to evaluate alignment options for Ruddell Street crossing Mingo Road, at-grade crossing with UPRR rail line, connecting to existing Lattimore Street, and tying back to existing Ruddell Street.
- 5.2.2 The ENGINEER will prepare a 22"x34" Alternative Exhibit for each Ruddell Alignment design alternative, up to three (3) exhibits.

Task 5.3 Intersection Alternatives

- 5.3.1 The ENGINEER will prepare up to three (3) design alternatives for the improvements at the intersection of Mingo Road and Mockingbird Lane to improve intersection geometry.
- 5.3.2 The ENGINEER will prepare up to three (3) design alternative for the improvements at the intersection of Ruddell Street and US 380 to accommodate the ultimate street section.

Task 5.4 Traffic Analysis

The ENGINEER will prepare a traffic memo with a link capacity analysis assuming the three-lane undivided cross section (one lane each direction with the two-way center turn lane). A traffic signal warrant analysis for Mingo Road and Mockingbird Lane will be performed to determine if a signal is warranted. The analysis will consist of evaluations of both existing (2024) and a future year (to be confirmed with the City) traffic volumes. The findings of each analysis will be documented in a technical memorandum.

Task 5.5 Alternative Analysis Workshop

The ENGINEER will attend one (1) meeting with CITY to discuss the findings of Tasks 5.1-5.4. Preferred alternatives will be selected during this meeting to be designed in Task 6.

Deliverables:

- Digital 22"x34" PDF Alternative Exhibits for Mingo Road; up to three (3)
- Digital 22"x34" PDF Alternative Exhibits for Ruddell Street; up to three (3)
- Digital 22"x34" PDF Alternative Exhibits for intersection alternatives for Mingo Road and Mockingbird Lane; up to three (3)
- Traffic memo and signal warrant analysis

Task 6 Roadway Design

The ENGINEER will prepare construction plans, specifications, and estimates for full depth reconstruction of both Mingo Road and Ruddell Street limits identified in Attachment E per CITY standards.

Task 6.1 Conceptual Design (30%)

- 6.1.1 The ENGINEER will prepare a Conceptual (30%) Roll Plot consisting of the following elements:
- Roadway typical sections
 - Existing and Proposed
 - Property information
 - Existing and proposed right-of-way and easements
 - Roadway geometry
 - Existing and proposed pavement limits, driveways, and side streets
 - Pedestrian and bicycle improvements
 - Proposed sidewalk, curb ramp, and bike lane layouts
 - Pedestrian and Bicycle improvements design will be performed under Task 7
 - Drainage improvements
 - Existing and proposed horizontal layout for internal storm drain, culvert crossings, and headwalls
 - Drainage design will be performed under Task 8
 - Quiet zone and railroad crossing improvements design
 - Quiet zone and railroad crossing improvements design will be performed under Task 9
 - Utility layout
 - Existing franchise and CITY utilities
 - Proposed horizontal layout for water and sewer

- Utility design will be performed under Task 10
 - Traffic signal
 - Traffic signal design will be performed under Task 11
 - Pavement markings and signage
 - Conceptual summary of quantities
 - Specification listing
- 6.1.2 The ENGINEER will provide review of the CM@R's conceptual deliverable.
- 6.1.3 The ENGINEER will conduct a Conceptual Design (30%) review meeting to review and respond to all comments received from the project team.
- 6.1.4 The ENGINEER will attend one (1) meeting with the CITY and CM@R to obtain input for the construction sequencing, traffic control, and detour plans for Mingo Road, Ruddell Street, and each side street in the project limits.

Task 6.2 Preliminary Design (60%)

- 6.2.1 The ENGINEER will respond to and address one (1) round of comments provided by the CITY and CM@R and prepare a 22"x34" Preliminary (60%) Plan Set consisting of the elements in Task 6.1 as well as the following elements:
- Cover sheet and index of sheets
 - General notes
 - Removals
 - Roadway plan and profile drawings at 1"=20' horizontal and 1"=4' vertical scale.
 - Pedestrian and bicycle improvements
 - Detailed grading sheets for non-standard pedestrian ramps
 - Drainage improvements
 - Vertical profiles for internal systems and culverts
 - Hydraulic calculations for internal systems and roadside ditches
 - Utility layout
 - Vertical profiles for all water and sewer line relocations and necessary appurtenances providing the required clearance from all known conflicts.
 - Quiet zone and railroad crossing improvements design
 - Exhibit A Sheets
 - Traffic control and detour plans
 - The ENGINEER will develop traffic control and detour plans based upon guidance from the CITY and CM@R for up to twenty-five (25) construction phases.
 - The ENGINEER will develop temporary signal plans for the intersection of Mingo Road and Nottingham Street to assist with construction phasing.
 - Cross sections at fifty (50) foot increments
 - Erosion control plans
 - Standard construction details
 - Custom construction details
 - Preliminary summary of quantities
 - Specifications and special provisions
- 6.2.2 The ENGINEER will provide review of the CM@R's preliminary deliverable.

6.2.3 The ENGINEER will conduct and document a Preliminary Design (60%) review meeting to review and respond to all comments received from the project team.

6.2.4 The ENGINEER will attend one (1) meeting with the CITY and CM@R to address changes to the preliminary construction sequencing, traffic control, and detour plans.

Task 6.3 Final Design (90%)

6.3.1 The ENGINEER will respond to and address one (1) round of comments provided by the CITY and CM@R and prepare a 22"x34" Final (90%) Plan Set consisting of the elements in Task 6.2 as well as the following elements:

- Retaining wall plan and profile drawings at 1"=20' horizontal and 1"=4' vertical scale.
- Final summary of quantities
- Final specifications and special provisions

6.3.2 The ENGINEER will provide review of the CM@R's final deliverable.

6.3.3 The ENGINEER will conduct and document a Final Design (90%) review meeting to review and respond to all comments received from the project team.

Task 6.4 Final Sealed (100%) Submittal

6.4.1 The ENGINEER will respond to and address one (1) round of comments provided by the CITY and CM@R and prepare a Final Sealed (100%) Plan Set consisting of the elements in Task 6.3 as well as the following elements:

- Final summary of quantities
- Final sealed specifications and special provisions

6.4.2 The ENGINEER will provide review of the CM@R's Guaranteed Maximum Price (GMP).

Deliverables:

- Digital 22"x34" PDF Plan Set for Conceptual (30%), Preliminary (60%), Final (90%), and Final Sealed (100%) Roadway Design.
 - Up to three (3) 22"x34" hard copies may be submitted at the CITY's request.
- Meeting notes for Conceptual (30%), Preliminary (60%), and Final (90%) Roadway Design review meetings.
- ENGINEER's GMP review for Conceptual (30%), Preliminary (60%), Final (90%), and Final Sealed (100%) Roadway Design.

Task 7 Pedestrian and Bicycle Improvements

Task 7.1 Sidewalk Design

The ENGINEER will provide design for the construction of new sidewalk and shared use path to comply with Texas Accessibility Standards (TAS) and Public Right-of-Way Accessibility Guidelines (PROWAG). The following design elements will be included with Task 6 deliverables:

- Sidewalk and curb ramp horizontal location
- Curb ramp detail sheets
- Pedestrian crossing design as determined with CITY and stakeholder coordination.

Task 7.2 Bike Lane Design

The ENGINEER will provide design for on street/ off street bike lanes or bicycle facility as determined by the project team based on the evaluation completed in Task 5. The bike lane design will consist of providing necessary markings and signage including buffer with vehicular traffic as necessary. The bike lane design will be provided in accordance with the requirements of latest edition of Texas Manual on Uniform Traffic Control Devices (TMUTCD).

Task 7.3 Accessibility Review

The ENGINEER will utilize a subconsultant that is a Registered Accessibility Specialist (RAS) for the purposes of reviewing the proposed sidewalk improvements for conformance with TAS and PROWAG. The ENGINEER will coordinate with the RAS for project registration with the Texas Department of Licensing and Regulation (TDLR), plan review, and project inspection on site, upon completion of construction. The ENGINEER will make one (1) round of revisions to the plans based on comments received from the RAS. Inspection, plan review, and registration fees for TDLR are included in this fee.

Assumptions:

- It is assumed there will be one (1) accessibility review for the entire project limits.

Task 8 Drainage Design

Task 8.1 Drainage Design

The ENGINEER will provide design for proposed internalized storm systems on Mingo Road crossing and Ruddell Street per CITY Standards. The following design elements for drainage improvements will be included with Task 6 deliverables:

- Existing and Proposed Drainage Area Maps
- Horizontal layout for internal systems and inlet locations
- Vertical profiles for internal systems
- Hydraulic calculations for internal systems and roadside ditches

Task 8.2 Culvert Crossing Design

The ENGINEER will provide design for three (3) proposed culvert crossings on Mingo Road and one (1) on Ruddell Street per CITY Standards. The Ruddell Street crossing will be to accommodate existing Meadow Oaks subdivision runoff. Culverts will be designed for the ultimate 100-year storm event. The following design elements for drainage improvements will be included with Task 6 deliverables:

- Horizontal layout for culvert crossings
- Vertical profiles for culvert crossings
- Prepare a hydrologic and hydraulic study
 - Studies will be prepared using HEC-HMS and HEC-RAS models

Task 8.3 LOMR Preparation

- 8.3.1 The culvert crossing on Mingo Road north of Schmitz Avenue is within the FEMA effective floodplain. The ENGINEER will provide a downstream assessment and perform iterations to the models and grading plan to mitigate adverse increases in 100-year water surface elevations.
- 8.3.2 After completion of the culvert crossing within the FEMA effective floodplain, topographic survey will be performed by the Contractor and returned to the CITY. This survey will be used for the purposes of preparing the Letter of Map Revision (LOMR) to submit to FEMA. The ENGINEER will revise the drainage model based upon as-built data and submit to FEMA for approval. The LOMR Submittal will consist of the following items:
- Associated exhibits
 - Signed and Sealed Topographic Survey (Provided by Contractor)
 - FEMA Forms
 - As-Built Plans
 - HEC-HMS Output
 - HEC-RAS Output
 - Digital Files
- 8.3.3 The AGREEMENT includes the FEMA LOMR Application fee of \$8,000. FEMA fees adjust regularly. A fee in excess of this amount will be considered Additional Services.

Task 8.4 Additional Drainage Study

- 8.4.1 The ENGINEER will prepare up to three (3) design alternatives for conveying runoff from the Meadow Oaks subdivision through the CITY Service Center site.
- 8.4.2 The ENGINEER will prepare a 22"x34" Alternative Exhibit for each Meadow Oaks subdivision drainage alternative, up to three (3) exhibits. The following design elements for alternative drainage improvements will be prepared for the alternative analysis:
- Existing and Proposed Drainage Area Maps
 - Horizontal layout for internal systems and inlet locations
 - Prepare a hydrologic and hydraulic study
 - Studies will be prepared using HEC-HMS and HEC-RAS models

Assumptions:

- Construction plans for the Additional Drainage Study will be considered Additional Services.

Deliverables:

- Digital 22"x34" PDF Plan Set for Conceptual (30%), Preliminary (60%), Final (90%), and Final Sealed (100%) Drainage Design.
 - Up to three (3) 22"x34" hard copies may be submitted at the CITY's request.
- Meeting notes for Conceptual (30%), Preliminary (60%), and Final (90%) Drainage Design review meetings.
- ENGINEER's GMP review for Conceptual (30%), Preliminary (60%), Final (90%), and Final Sealed (100%) Drainage Design.

- Digital 22"x34" PDF Alternative Exhibits for Meadow Oaks subdivision design alternatives; up to three (3)
- HEC-HMS and HEC-RAS outputs.
- FEMA LOMR permit submittal.

Task 9 Quiet Zone Improvements

The ENGINEER will prepare railroad at-grade crossings improvements along the UPRR crossings at Frame Street, new Ruddell Street crossing, Nottingham Drive, a private driveway and Mockingbird Lane. The ENGINEER will prepare plans to remove the existing railroad at-grade crossings at Willis Street and Pertain Street.

Task 9.1 Diagnostic Meeting

The ENGINEER will assist CITY with the railroad coordination and diagnostic meetings for widening of Mingo Road on railroad right-of-way and to establish quiet zone for the railroad crossings at Frame Street, new Ruddell Street crossing, Nottingham Drive, a private driveway and Mockingbird Lane. The tasks associated with the diagnostic meeting will consist of the following:

- Perform quiet zone calculation for the corridor.
- Prepare crossing exhibits for Frame Street, New Ruddell Street, Nottingham Drive, Private driveway and Mockingbird Lane. Widening of Mingo Road on UPRR ROW will be developed under Task 5.
- Coordinate, prepare and attend diagnostic meeting with CITY, UPRR and FRA.
- Prepare diagnostic meeting notes and exhibits to be prepared in Task 9.2.
- Address comments on diagnostic meeting notes and exhibits.
- Prepare and submit Notice of Intent (NOI) for review.
- Update and respond to comments from NOI.
- Prepare and attend for the quiet zone compliance construction site visit.
- Prepare and submit Notice of Establishment (NOE).

Task 9.2 Quiet Zone Design

9.2.1 The ENGINEER will provide design for the railroad crossing improvements and quiet zone design per diagnostic team recommendations, UPRR public project design manual, and FRA standards. The following design elements for quiet zone improvements will be included with Task 6 deliverables:

- Location of sidewalk through railroad tracks.
- Length of the railroad panels to accommodate proposed roadway at crossings including sidewalk.
- Location of railroad gates as per the clearance required by UPRR.
- Location of raised medians.
- Signing and markings required for the quiet zone implementation.
- Sidewalk and curb ramp horizontal location
- Detailed plan showing closure of at-grade crossings at Willis Street and Pertain Street identifying the removal items as necessary. It is anticipated that all railroad infrastructure improvements will be completed by UPRR.
- Curb ramp detail sheets

9.2.2 The ENGINEER will prepare Exhibit A Sheets in order to obtain UPRR approval for the at-grade crossings. The development of the Exhibit A Sheets will be in conjunction with the preliminary roadway design. The Exhibit A Sheets will consist of the following sheets and information:

- Plan Layout showing the proposed roadway improvements consisting of sidewalk, curb, medians, right-of-way, signing and striping and active warning devices (if applicable)
- Active warning device design
- Railroad information: railroad gates, railroad signal houses, railroad panels and tracks, railroad right-of-way, railroad milepost.
- Planking layout and details
- Typical Sections showing the section across the railroad and across the roadway
- Roadway plan and profile at the railroad crossing showing grades of the rails and roadway surface
- Traffic Control Phasing and Sequencing (including temporary gates if applicable)
- Detour routes (if applicable)
- Clearly define work to be performed by CITY and work to be performed by UPRR
- Railroad general notes

9.2.3 The ENGINEER will respond to and address up to three (3) rounds of comments from UPRR on the Exhibit A Sheets.

Assumptions:

- Removal of existing railroad equipment during the closures of at-grade crossings at Willis Street and Pertain Street crossings to be completed by UPRR.

Deliverables:

- Digital 22"x34" PDF Crossing Exhibits for Diagnostic Meeting.
- Digital 22"x34" PDF Final Exhibit A Sheets for UPRR Approval.
- NOI
- NOE

Task 10 Utility Design

The ENGINEER will prepare construction plans, specifications, and estimates for the relocation of the water and sanitary sewer line segments identified in Attachment E per CITY standards. The ENGINEER will collaborate with the CM@R on project phasing to determine a submittal plan that adheres to the overall project schedule set in Task 1. Assumptions are to replace all water and sewer lines impacted by the roadway reconstruction.

Task 10.1 Water Design

9.2.4 The ENGINEER will prepare the following items for the construction plan set:

- Horizontal layouts for all water line relocations and necessary appurtenances.
- Vertical profiles for all water line relocations and necessary appurtenances providing the required clearance from all known conflicts.
- Water line details, including connection details.
- Sequencing notes for shutdown and connection sequencing plans.

- Abandonment layouts as needed.
- Temporary and permanent easements as needed.
- Design tunnels/bores including casing/tunnel liner plate minimum thickness and inside diameter, shafts, allowable methods, control of ground water, and appropriate tolerances with the chosen method.

Task 10.2 Sanitary Sewer Design

10.2.1 The ENGINEER will prepare the following items for the construction plan set:

- Horizontal layouts for all sanitary sewer line relocations and necessary appurtenances.
- Vertical profiles for all sanitary sewer line relocations and necessary appurtenances providing the required clearance from all known conflicts.
- Sanitary sewer line details.
- Sequencing notes for shutdown and connection sequencing plans.
- Abandonment layouts as needed.
- Temporary and permanent easements as needed.
- Design tunnels/bores including casing/tunnel liner plate minimum thickness and inside diameter, shafts, allowable methods, control of ground water, and appropriate tolerances with the chosen method.

Task 10.3 Conceptual Design (30%)

10.3.1 The ENGINEER will prepare a 22"x34" Conceptual (30%) Plan Set consisting of the following elements:

- Cover sheet and index of sheets
- Waterline layout
 - Existing and proposed horizontal layout
 - Identify potential conflicts
- Sanitary sewer line layout
 - Existing and proposed horizontal layout
 - Identify potential conflicts
- Standard construction details
- Conceptual summary of quantities
- Specification listing

10.3.2 The ENGINEER will provide review of the CM@R's conceptual deliverable.

10.3.3 The ENGINEER will conduct a Conceptual Design (30%) review meeting to review and respond to all comments received from the project team.

Task 10.4 Preliminary Design (60%)

10.4.1 The ENGINEER will respond to and address one (1) round of comments provided by the CITY and CM@R and prepare a Preliminary Design (60%) Plan Set consisting of the elements in Task 6.3 as well as the following elements:

- Abandonment layout
- Waterline plan and profile drawings at 1"=40' horizontal and 1"=4' vertical scale
- Sanitary sewer line plan and profile drawings at 1"=40' horizontal and 1"=4'

- vertical scale
- Plan view of the base map shall have all above ground features shown and clearly labeled along with existing utilities based on field ties and record information.
- Plan view shall include design notes for stationing, size, slope, pipe material, embedment, length and construction method.
- Profile view shall include design notes for stationing, size, slope, flow-line of pipe, pipe material, embedment, length and construction method.
- Standard construction details
- Preliminary water line details, including connection details.
- Traffic control and detour plans
 - The ENGINEER will develop the construction sequencing, traffic control and overall detour plans based upon guidance from the CM@R.
- Preliminary summary of quantities
- Specifications and special provisions

10.4.2 The ENGINEER will provide review of the CM@R's preliminary deliverable.

10.4.3 The ENGINEER will conduct and document a Preliminary Design (60%) review meeting to review and respond to all comments received from the project team.

Task 10.5 Final Design (90%)

10.5.1 The ENGINEER will respond to and address one (1) round of comments provided by the CITY and CM@R and prepare a Final Design (90%) Plan Set consisting of the elements in Task 6.4 as well as the following elements:

- Surface repair sheets and details as needed.
- Final summary of quantities
- Final specifications and special provisions

10.5.2 The ENGINEER will provide review of the CM@R's final deliverable.

10.5.3 The ENGINEER will conduct and document a Final Design (90%) review meeting to review and respond to all comments received from the project team.

Task 10.6 Final Sealed (100%) Submittal

10.6.1 The ENGINEER will respond to and address one (1) round of comments provided by the CITY and CM@R and prepare a Final Sealed Design (100%) Plan Set consisting of the elements in Task 6.4 as well as the following elements:

- Final summary of quantities
- Final specifications and special provisions

10.6.2 The ENGINEER will provide review of the CM@R's GMP.

Deliverables:

- Digital 22"x34" PDF Plan Set for Conceptual (30%), Preliminary (60%), Final (90%), and Final Sealed (100%) Utility Design.
 - Up to three (3) 22"x34" hard copies may be submitted at the CITY's request.
- Meeting notes for Conceptual (30%), Preliminary (60%), and Final (90%) Utility Design review meetings.

- ENGINEER's GMP review for Conceptual (30%), Preliminary (60%), Final (90%), and Final Sealed (100%) Utility Design.

Task 11 Traffic Signal Design

The ENGINEER will provide traffic signal design services as follows:

Task 11.1 Base Traffic Signal Design

The ENGINEER will design a new traffic signal at the proposed intersection of Mingo Road and Ruddell Street. The ENGINEER will also design a traffic signal modification at the intersection of Mingo Road and Nottingham Drive to accommodate the widening of Mingo Road. The following design elements will be shown in the traffic signal design.

- Location of traffic signal equipment including signal poles and mast arms, traffic signal and vehicular heads, controller cabinet, curb ramps, pedestal poles, APS push buttons, detection, communication, and emergency vehicle preemption.
- Railroad pre-emption will be included with each traffic signal design and it will tie with the improvements proposed for quiet zone included in Task 9.
- Coordinate electrical service pedestal locations with DME and complete load forms.
- Prepare traffic signal phasing.
- Develop traffic signal charts and details sheets.
- Prepare traffic signal general notes.
- Applicable standards.

Task 11.2 Additional Traffic Signal Design

The ENGINEER will design an additional traffic signal at the intersection of Mingo Road and Mockingbird Lane, if warranted. Additional traffic signal modifications may be warranted with Mingo Road and Ruddell Street widening. The widening of Mingo Road and Ruddell Street approaches at US 380 may require signal modifications at the intersections of US 380 at Ruddell Street and US 380 at Mingo Road. If required, these additional signal modifications will be provided with the task outlined on Task 11.1.

Deliverables:

- Digital 22"x34" PDF Plans for Traffic Signal Design with Conceptual (30%), Preliminary (60%), Final (90%), and Final Sealed (100%) deliverables.

Task 12 Illumination Design

Task 12.1 Kick-off Meeting

The ENGINEER will conduct a kick-off meeting with the CITY, DME, and TWU to determine design criteria and preferred light fixtures.

Task 12.2 Photometric Analysis

- 12.2.1 The ENGINEER will provide a photometric analysis for both Mingo Road and Ruddell Street segment based on existing infrastructure. Existing fixture locations and specification to be provided by DME.

12.2.2 The ENGINEER will provide a photometric analysis for both Mingo Road and Ruddell Street segment based on proposed infrastructure in accordance with CITY and DME requirements. Proposed fixture specifications to be provided by DME. The photometric analysis will consist of modeling fixtures to meet roadway illumination level requirements.

12.2.3 The ENGINEER will prepare a 22"x34" photometric exhibit for Mingo Road and Ruddell Street to be submitted with the Task 6 Conceptual Design (30%) submittal.

Task 12.3 Illumination Design

The ENGINEER will prepare construction plans, specifications, and estimates for illumination for both Mingo Road and Ruddell Street per CITY standards. The segments to be designed will be determined by CITY staff.

12.3.1 The ENGINEER will gather available as-built information from the CITY including existing lighting infrastructure. As-built information received from the CITY will be visually verified in the field.

12.3.2 The ENGINEER will meet on-site with CITY and DME staff to determine street light circuit configurations. The ENGINEER will also meet on-site with DME to determine service feed options for the proposed street lighting.

12.3.3 The ENGINEER will prepare the illumination plans in accordance with CITY guidelines. The following design elements will be included with Task 6 Preliminary (60%), Final (90%), and Final Sealed (100%) deliverables:

- Existing Conditions and Removals
- Proposed Illumination Layout
- Wiring Charts
- Summary Sheets
- Electrical Service Panel Schedules

Deliverables:

- Digital 22"x34" PDF Exhibits for Photometric Analysis with Conceptual (30%) deliverables.
- Digital 22"x34" PDF Plans for Illumination Design with Preliminary (60%), Final (90%), and Final Sealed (100%) deliverables.

Task 13 Construction Phase Services

Task 13.1 Pre-Construction Conference

The ENGINEER will attend one (1) pre-construction conference prior to commencement of work at the site.

Task 13.2 Regular Construction Meetings

The ENGINEER will attend bi-weekly construction meetings with the project team.

Task 13.3 Site Visits

- 13.3.1 The ENGINEER will conduct one (1) site visit for the entire project limits each month during construction and perform construction observation.
- 13.3.2 The ENGINEER shall not, during such visits or as a result of such observations of the CM@R's work in progress, supervise, direct, or have control of the CM@R's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by the CM@R, for safety precautions and programs incident to the CM@R's work, nor for any failure of the CM@R to comply with laws and regulations applicable to the CM@R's furnishing and performing the work. Accordingly, the ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any of the CM@R's failure to furnish and perform its work in accordance with the Contract Documents.

Task 13.4 Recommendations with Respect to Defective Work

Provide recommendations to the CITY that CM@R's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, the ENGINEER believes such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the CITY reserves the right to disapprove or reject the CM@R's work without a recommendation from the ENGINEER.

Task 13.5 Clarifications and Interpretations

Issue necessary clarifications and interpretations of the Contract Documents to the CITY as appropriate to the orderly completion of the CM@R's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by the CITY.

Task 13.6 Change Orders

- 13.6.1 Recommend change orders to the CITY, as appropriate.
- 13.6.2 Review and make recommendations related to Change Orders submitted or proposed by the CM@R.

Task 13.7 Shop Drawings and Samples

Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which the CM@R is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to one hundred (100) shop drawings.

Task 13.8 Substitutes and “or-equal”

Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by the CM@R in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Task 13.9 Inspections and Tests

Review certificates of inspections and tests within the ENGINEER’s area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

Task 13.10 Disagreements between City and Contractor

As necessary, the ENGINEER will, with reasonable promptness, render initial written decision on all claims of the CITY and CM@R relating to the acceptability of the CM@R’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the CM@R’s work. In rendering such decisions, the ENGINEER will be fair and not show partiality to the CITY or CM@R and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the CM@R, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.

Task 13.11 Final Walkthrough and Punchlist Preparation

13.11.1 Attend final walkthrough with the CM@R and CITY to determine if the completed work of the CM@R is generally in accordance with the Contract Documents.

- a. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any contractor, suppliers, or of any other individual entity performing or furnishing the work. The ENGINEER will not have the authority or responsibility to stop the work of any contractor.

13.11.2 Compile punch list from information gathered during final walkthrough with the CITY and CM@R.

Assumptions:

- It is assumed the construction phase will be for forty-two (42) months. Additional Construction Phase Services will be considered Additional Services.

Task 14 Record Drawings

Task 14.1 Record Drawings

14.1.1 Obtain and review comments and field changes on the construction plans from the CITY and CM@R.

- 14.1.2 Prepare record drawings based on comments and field changes. The ENGINEER will not be providing resident engineering services and will not be observing on a full-time basis and will therefore not seal the record drawings. The record drawings will be provided as digital 22"x34" PDF.

Task 15 Property Acquisition Services

Task 15.1 Right-of-Way and Easement Documentation

- 15.1.1 The ENGINEER will prepare a metes and bounds description and sketch showing the location and dimensions for proposed easements and right-of-way acquisition. Document language will either be the unaltered standard language provided by the local jurisdiction, or as agreed to by the Grantor and Grantee and provided complete to the ENGINEER. The CITY will file the documents.

The ENGINEER will prepare up to sixty (60) temporary construction easement documents and up to sixty (60) right-of-way documents.

Task 15.2 Property Acquisition Services

- 15.2.1 The ENGINEER will perform the following services for Property Acquisition Services:

1. ENGINEER's Real Estate Agent shall provide appraisals for up to sixty (60) proposed easements and on up to sixty (60) right-of-way acquisitions for the proposed lines. Appraisals will be approved by the CITY prior to beginning negotiations with property owners. The appraisals will be prepared by State Certified Appraisers in accordance with the Uniform Standards of Professional Appraisal Practice Act (USPAP). The appraisals will be suitable for use in condemnation proceedings, if necessary.
2. Provide property negotiation services for up to sixty (60) parcels for the proposed lines as follows:
 - a. The offer to purchase the properties will be based on the appraisals as indicated above. The CITY will establish the value to be used in negotiation and the range of negotiating authority to be given to the right-of-way agent. ENGINEER's Real Estate Agent will provide the services of qualified right-of-way agents to secure the required easements for the project. The right-of-way agents will provide each property owner a copy of The Texas Landowner Bill of Rights, but will NOT be required to provide negotiation services under the Uniform Relocation and Acquisition Act (Uniform Act).
 - b. ENGINEER's Real Estate Agent will negotiate on behalf of the CITY and utilize conveyance documents and other necessary forms as prescribed by the CITY. ENGINEER's Real Estate Agent will provide a good faith effort to acquire the rights-of-way through a negotiation process, which will generally consist of three (3) contacts with the property owner, or his authorized representative. A maximum of five (5) total contacts will be provided to reach an agreement with the property owner, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail. If the schedule

for acquisition of the easement or other factors arise, which make it expedient, travel outside the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically authorized by the CITY. If such travel is authorized, the expenses involved, including the agent's services, will be considered additional services.

- c. The initial offer made to the property owner will be based on the value authorized by the CITY. All counter-offers by the property owner, along with ENGINEER's Real Estate Agent recommendations will be presented to the CITY for consideration. The CITY must establish and recommend such counter offers before ENGINEER's Real Estate Agent will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the CITY in the various stages of the negotiation.
 - d. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, ENGINEER's Real Estate Agent will forward to the CITY a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the CITY. This M/A sets forth the compensation and any other terms and conditions agreed upon. The CITY will be responsible for obtaining the CITY's ratification and for returning the ratified M/A to ENGINEER's Real Estate Agent. ENGINEER's Real Estate Agent will then inform the Title Company that the parcel is ready for closing.
3. ENGINEER's Real Estate Agent will coordinate contacts with the CITY to deliver any payments to the Title Company prior to closing.
 4. This Scope of Services assumes that costs for Title Commitments, Title Policies and recording fees will be purchased by the CITY through the assistance of the Real Estate Agent. The amount paid for the Title Policies will not exceed premium amounts set by the Texas Department of Insurance and agreed upon in advance between the CITY and the Title Company. Any additional Title Company services such as recording fees shall be agreed upon in advance between the CITY and the Title Company. ENGINEER's Real Estate Agent will review liens or other exceptions reported in the Title Commitment. ENGINEER will coordinate the location and the effect of any utility easements. ENGINEER will report the results of the Title Commitment to the CITY, recommending the disposition of the exceptions. The decision whether the reported exceptions are acceptable or must be eliminated will be the responsibility of the CITY. Any action required to clear title is not included in the Scope of Work for this project, and if required, will be considered Additional Services.
 5. ENGINEER's Real Estate Agent will coordinate and attend all closings at the Title Company.
 6. ENGINEER's Real Estate Agent will confirm that the Title Company records all documents at the Denton County Courthouse after closing.
 7. ENGINEER's Real Estate Agent will confirm that the Title Company forwards copies of all recorded documents to the CITY.

ADDITIONAL SERVICES

The following additional services are not anticipated as part of this Scope of Services agreement, however, can be provided if deemed necessary during the Project development process. The ENGINEER will not provide the additional services listed below without the written consent and approval of the CITY.

- Redesign to reflect project scope changes requested by the CITY, CM@R, or TxDOT, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.
- Additional meetings.
- Additional construction site visits.
- Additional construction shop drawing and sample review and comment.
- Additional traffic control plan details.
- Preparing additional right-of-way or easement documentation.
- Construction management and inspection services.
- Performance of materials or specialty testing services.
- Services necessary due to default of the CM@R.
- Design of franchise utility relocations.
- Illumination design beyond what is listed in the above scope of services.
- Design of CITY utility relocations beyond what is listed in the scope of services.
- Architectural or 3D renderings.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to survey construction staking.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Any services not listed above.

ATTACHMENT "B"

MINGO-RUDELLE-QUIET ZONE IMPROVEMENTS

Compensation

Total compensation for the ENGINEER completed under the terms of this agreement **shall be a total not-to-exceed \$6,640,400** for all services including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

BASIC SERVICES

Lump Sum

The ENGINEER will perform the services in Tasks 4-11.1, 12, and 15.1 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the CITY.

• Task 4 – Data Collection		
○ Task 4.1 – Data Collection and Analysis	\$	184,800
○ Task 4.2 – Topographic Survey	\$	71,500
○ Task 4.3 – Geotechnical Analysis	\$	64,500
○ Task 4.5 – Traffic Data Collection	\$	5,500
• Task 5 – Alternative Analysis	\$	107,700
• Task 6 – Roadway Design	\$	1,137,500
• Task 7 – Pedestrian and Bicycle Improvements	\$	91,100
• Task 8 – Drainage Design	\$	592,700
• Task 9 – Quiet Zone Improvements	\$	374,800
• Task 10 – Utility Design		
○ Task 10.1 – Water Design	\$	329,900
○ Task 10.2 – Sanitary Sewer	\$	269,900
• Task 11.1 – Traffic Signal Design	\$	90,000
• Task 12 – Illumination Design	\$	251,700
• <u>Task 15.1 – Right-of-Way and Easement Documentation</u>	<u>\$</u>	<u>147,000</u>
Lump Sum Total	\$	3,718,600

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Individual task amounts are provided for budgeting purposes only. The ENGINEER reserves the right to reallocate amounts among tasks as necessary.

Hourly Not to Exceed

The ENGINEER will perform the services in Tasks 1-3, 4.4, 7.2, 8.4, and 11.2-16 on a labor fee plus expense basis with the maximum labor fee shown below.

• Task 1 – Project Management	\$	283,100
• Task 2 – Coordination Meetings	\$	392,900
• Task 3 – Public Involvement	\$	43,600
• Task 4 – Data Collection		

○ Task 4.4.1 – SUE Level B	\$ 204,400
○ Task 4.4.2 – SUE Level A	\$ 177,700
• Task 7.2 – RAS Specialist	\$ 6,600
• Task 8.4 – Additional Drainage Study	\$ 98,300
• Task 11.2 – Additional Traffic Signal Design	\$ 90,000
• Task 13 – Construction Phase Services	\$ 546,800
• Task 14 – Record Drawings	\$ 62,400
• Task 15.1 – Right-of-Way Staking	\$ 66,000
• Task 15.2 – Property Acquisition Services	\$ 935,000
• <u>Task 16 – Reimbursable Expenses</u>	<u>\$ 15,000</u>
Hourly Not to Exceed Sum Total	\$ 2,921,800

The ENGINEER will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. The ENGINEER reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to our then-current rates.

As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

EXTRA SERVICES

Any services not specifically provided for in the above scope and authorized by the CITY, will be billed as additional services, and performed at our then current hourly rates.

STANDARD RATE SCHEDULE

The ENGINEER's hourly rate schedule is as shown below:

Analyst	\$160 - \$245
Professional	\$230 - \$295
Senior Professional I	\$255 - \$350
Senior Professional II	\$335 - \$370
Senior Technical Support	\$155 - \$280
Support Staff	\$110 - \$145
Technical Support	\$125 - \$150

These rates are effective through June 30, 2024, after which they are subject to periodic adjustment.

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) and by City of Denton Ethics Code, Ordinance 18-757.

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.

Kimley-Horn and Associates, 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

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No


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

Yes No

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

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:



4/4/2024

Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion


Envelope Id: 784588E3924146A1BF189829BC805504	Status: Sent
Subject: Please DocuSign: City Council Contract 7599-017 Mingo-Ruddell Quiet Zone Improvement Design	
Source Envelope:	
Document Pages: 48	Signatures: 4
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Cori Power
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	cori.power@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

Status: Original	Holder: Cori Power	Location: DocuSign
3/29/2024 4:49:37 PM	cori.power@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 198.49.140.104	Sent: 3/29/2024 5:02:28 PM Viewed: 3/29/2024 5:03:48 PM Signed: 3/29/2024 5:04:32 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/29/2024 5:04:34 PM Viewed: 4/1/2024 9:20:34 AM Signed: 4/1/2024 9:21:12 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/1/2024 9:21:16 AM Viewed: 4/2/2024 7:39:00 PM Signed: 4/2/2024 7:42:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Scott Arnold Scott.arnold@kimley-horn.com Scott R. Arnold Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 130.41.174.193	Sent: 4/2/2024 7:42:26 PM Viewed: 4/3/2024 12:31:20 PM Signed: 4/4/2024 8:54:46 AM
Electronic Record and Signature Disclosure: Accepted: 4/3/2024 12:31:20 PM ID: c45bf9e8-de40-4495-b2a3-c88973622b57		

Signer Events

Trevor Crain, PMP
Trevor.Crain@cityofdenton.com
Director of Capital Projects
City of Denton
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Trevor Crain, PMP
7B46EEAB11BC4F2...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.140.10

Timestamp

Sent: 4/4/2024 8:54:49 AM
Viewed: 4/4/2024 9:12:31 AM
Signed: 4/4/2024 9:12:53 AM

Electronic Record and Signature Disclosure:
Accepted: 4/4/2024 9:12:31 AM
ID: b7c82984-45f5-4038-9aca-6c7d33c79c7c

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

Sent: 4/4/2024 9:12:56 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Hensley
sara.hensley@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lauren Thoden
lauren.thoden@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

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

COPIED

Sent: 3/29/2024 5:04:34 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gretna Jones
gretna.jones@cityofdenton.com
Legal Secretary
City of Denton
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 4/4/2024 9:12:56 AM
Viewed: 4/17/2024 3:31:53 PM

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

City Secretary Office
citysecretary@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Beck
Tracy.Beck@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 4/16/2024 8:07:00 AM
ID: afb7ea15-4a52-4461-ab08-69d0b13c5e66

Erica Garcia
Erica.Garcia@cityofDenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	4/9/2024 10:26:51 AM
Envelope Updated	Security Checked	4/9/2024 10:26:51 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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: purchasing@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 melissa.kraft@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..

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- ii. send us an e-mail to purchasing@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"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

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.

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