

**PROFESSIONAL SERVICES AGREEMENT  
FOR PROFESSIONAL PLANNING SERVICES FOR DEVELOPMENT OF  
SECTOR ONE SOUTH NEIGHBORHOODS SMALL AREA PLAN AND  
IMPLEMENTATION STRATEGY  
(RFQ #6424)**

STATE OF TEXAS           §

COUNTY OF DENTON       §

THIS AGREEMENT is made and entered into on \_\_\_\_\_, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and Fregonese Associates, with its corporate office at 1525 Southwest Park Avenue, Suite 200, Portland, Oregon 97201, hereinafter referred to as "CONSULTANT," acting herein, by and through their duly authorized representatives.

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

**ARTICLE I  
CONSULTANT AS INDEPENDENT CONTRACTOR**

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

The Project shall include, without limitation, professional services for the development of a comprehensive small area plan and implementation strategy for an area within the City of Denton boundaries that is referred to as the "Sector 1 South Neighborhoods." The study area is comprised of the residential and commercial neighborhoods surrounding the University of North Texas campus. The study area is approximately 1,200 acres and bounded on the north by Panhandle Street, on the east by Fort Worth Drive/Carroll Boulevard, and on the west and south by Bonnie Brae Street and Interstate Highway (IH)-35. The Oak Hickory and West Oak Historic Districts

are situated in the study area. For the purposes of the small area plan, the study area does not include the land area or facilities that are within the University of North Texas campus boundaries.

## **ARTICLE II SCOPE OF SERVICES**

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

- A. The CONSULTANT shall perform all those services as necessary and as described in the amended and negotiated version of the Scope of Work, which was originally made a part hereof the OWNER's Request for Qualifications (RFQ) 6424 – Professional Planning Services for Development of Sector One South Neighborhoods Small Area Plan and Implementation Strategy for the City of Denton, which is attached hereto and made a part hereof as **Exhibit A** as if written word for word herein.
- B. To perform all those services set forth in CONSULTANT's Sector One Small Area Plan/ Implementation Services for City of Denton - Fee Schedule, submitted on July 10, 2017, which proposal is attached hereto and made a part hereof as **Exhibit B** as if written word for word herein.
- C. CONSULTANT shall perform all those services set forth in the following individual phases and phase task orders as described in detail in **Exhibit B**.
- D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

## **ARTICLE III PERIOD OF SERVICE**

This Agreement shall become effective upon execution of this Agreement by the OWNER and the CONSULTANT and upon issue of a notice to proceed by the OWNER, and shall remain in force for the period which may reasonably be required for the completion of the Project and any required extensions approved by the OWNER. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. The CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule established by the OWNER, acting through its City Manager or his designee.

**ARTICLE IV**  
**COMPENSATION**

A. COMPENSATION TERMS:

1. "Subcontract Expense" is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services in the nature of professional services for the development of a comprehensive small area plan and implementation strategy for an area within the City of Denton boundaries that is referred to as the "Sector One South Neighborhoods".
2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail shown in **Exhibit B** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed \$239,252.

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

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

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

C. PAYMENT: If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be increased by the maximum rate, allowed by Section 2251.025 of the Texas Government Code, from the said thirtieth (30<sup>th</sup>) day until the date the OWNER mails or electronically submits payment. Additionally, the CONSULTANT may, after giving seven (7) days' written notice to the

OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the OWNER to pay the late charge of the maximum rate, allowed by Section 2251.025 of the Texas Government Code, set forth herein if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation," there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the form as described in this Agreement. The OWNER will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.

- D. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 East McKinney Street, Denton, Texas, 76201-4299. A pro-forma invoice shall be sent to the contract administrator as identified in the Notice to Proceed. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

**ARTICLE V**  
**OBSERVATION AND REVIEW OF THE WORK**

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

**ARTICLE VI**  
**OWNERSHIP OF DOCUMENTS**

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

**ARTICLE VII**  
**INDEMNITY AGREEMENT**

**THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND**

**REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY THE OWNER, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.**

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

**ARTICLE VIII**  
**INSURANCE**

During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.
- C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. The CONSULTANT shall furnish insurance certificates or insurance policies at the OWNER's request to evidence such coverages. The General Liability and Auto Liability insurance policies shall name the OWNER as an additional insured. CONSULTANT shall endeavor to provide OWNER with any cancellation or modification to its insurance policies.

**ARTICLE IX**  
**ALTERNATIVE DISPUTE RESOLUTION**

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising out of or

relating to this Agreement, involving one party's disagreement, may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

**ARTICLE X**  
**TERMINATION OF AGREEMENT**

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than fifteen (15) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.
- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

**ARTICLE XI**  
**RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

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

**ARTICLE XII**  
**NOTICES**

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

To CONSULTANT:

Fregonese Associates  
John Fregonese, President  
1525 Southwest Park Avenue, Suite 200  
Portland, Oregon 97201

To OWNER:

City of Denton  
Todd Hileman, City Manager  
215 East McKinney  
Denton, Texas 76201

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

**ARTICLE XIII**  
**ENTIRE AGREEMENT**

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

**ARTICLE XIV**  
**SEVERABILITY**

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

**ARTICLE XV**  
**COMPLIANCE WITH LAWS**

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

**ARTICLE XVI**  
**DISCRIMINATION PROHIBITED**

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

**ARTICLE XVII**  
**PERSONNEL**

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

**ARTICLE XVIII**  
**ASSIGNABILITY**

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

**ARTICLE XIX**  
**MODIFICATION**

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

**ARTICLE XX**  
**MISCELLANEOUS**

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

**Exhibit A** – Amended and negotiated version of the Scope of Work, which was originally made a part hereof RFQ 6424 - Professional Planning Services for Development of Sector One South Neighborhoods Small Area Plan and Implementation Strategy for the City of Denton

**Exhibit B** - CONSULTANT's Sector One Small Area Plan/ Implementation Services for City of Denton - Fee Schedule, submitted on July 10, 2017.



- B. The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONSULTANT shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONSULTANT shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONSULTANT which must be payable within five business days of receipt of an invoice. Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.
- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be John Fregonese, Scott Fregonese, Nadine Appenbrink, Julia Reismann, and Julia Reed. In addition, subconsultants who will perform most of the subconsultant work hereunder shall be Janet Tharp, David Whitley, Kurt Schulte, Robert Rae, Bryan Brown and Brian Lozano. However, nothing herein shall limit CONSULTANT or Subconsultant from using other qualified and competent members of its firm to perform the services required herein.
- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.
- F. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT'S disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- G. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

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

\_\_\_\_\_ .

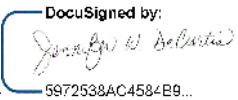
CITY OF DENTON, TEXAS

\_\_\_\_\_  
TODD HILEMAN, CITY MANAGER

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
AARON LEAL, INTERIM CITY ATTORNEY

BY:  \_\_\_\_\_  
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FREGONESE ASSOCIATES  
AN OREGON CORPORATION  
"CONSULTANT"

 \_\_\_\_\_ x  
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AUTHORIZED SIGNATURE, TITLE

2017-237105

\_\_\_\_\_  
TEXAS ETHICS COMMISSION  
CERTIFICATE NUMBER

# CITY OF DENTON

## INSURANCE REQUIREMENTS FOR CONTRACTORS

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

### STANDARD PROVISIONS:

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

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

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- VII or better**.
- Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
  - Name as additional insured the City of Denton, its Officials, Agents, Employees and volunteers.
  - That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance

applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled before the expiration date.***
- Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

**SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

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

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

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

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

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

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

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

**[X] Automobile Liability Insurance:**

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

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

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

**Workers' Compensation Insurance**

Contractor shall purchase and maintain Worker's Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Worker's Compensation Commission (TWCC).

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

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

**Professional Liability Insurance**

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

**Builders' Risk Insurance**

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

**Commercial Crime**

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

**Additional Insurance**

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

## ATTACHMENT 1

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

#### A. Definitions:

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

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

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

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

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



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

## **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 Consultant submits a disclosure of interested parties (Form 1295) to the City at the time the Consultant submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

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

The Consultant shall:

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

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

**EXHIBIT A**  
**RFQ # 6424**  
Scope of Work and Services

**SECTOR 1 SOUTH NEIGHBORHOODS SMALL AREA PLAN AND  
IMPLEMENTATION STRATEGY**

**GOAL**

The goal of the planning process is the development of a comprehensive small area plan and an implementation action plan that is prioritized and sequenced for the greatest effectiveness. The objectives of the planning process include:

- To establish development standards that will provide appropriate transitions in scale, use, character and intensity between the established neighborhoods and the UNT campus
- To develop design standards for the street network that will enhance the public realm and pedestrian, bicycle, transit and vehicular circulation and connectivity
- To develop an urban design strategy to enhance the visual and physical connections between the established neighborhoods and the UNT campus
- To establish development standards and strategies to buffer and enhance the Oak Hickory and West Oak Historic Districts
- To develop design standards for parking structures and lots, and make recommendations for a parking solution that meets demand while maintaining the property values and character of the established neighborhoods that surround the UNT campus

**SCOPE OF SERVICES**

The Scope of Services summarizes the services and deliverables required to complete the project. The scope of the project involves five phases of work as follows:

- Phase 1: Inventory and Database Development
- Phase 2: Community Assessment/Analyses
- Phase 3: Visioning Process and Development of Alternative Land Use Plans (Scenarios)
- Phase 4: Development of Sector 1 South Neighborhoods Small Area Plan and Implementation Strategy
- Phase 5: Ongoing Communication and Involvement

**Phase 1 Inventory and Database Development**

**A. Project Kick-off**

1. The project team will hold a kick off meeting, including all disciplines on the team and City Staff, to discuss goals of the project, process, and public/ stakeholder involvement to ensure mutual understanding of the scope. This meeting will also assist in outlining any hot points that may need special attention or consideration to ensure a smooth and effective process. One person from each firm will attend, schedules permitting.

## **EXHIBIT A**

### **RFQ # 6424**

#### **Scope of Work and Services**

2. The consultant team and staff will discuss data sources for initial base mapping, GIS analysis, and data analysis, ensuring that that the team has access to all available information and relevant background sources. The consultant team and staff will also review the project schedule and establish regular calls/progress meetings to establish strong team communication.
3. As an option, members of the team may attend a project area tour with staff to have first-hand detailed discussions of the site.
4. Development of a public outreach plan.
5. Conduct up to 10 interviews with staff and stakeholders. May include Technical or Steering Committee members, other staff or city leadership, and community stakeholders. Interviews may consist of one person, or groups of people.

#### **B. Database Development**

1. Review existing plans, including Denton Plan 2030, Planning Town-Gown Relations: An Ethnographic Study of Denton University Neighborhood District; City of Denton 2015 Mobility Plan, Update to Pedestrian and Bicycle Linkage Component of Denton Mobility Plan, UNT 2013 Campus Master Plan Update, UNT Transportation Plan, and Environmental Assessment of IH-35E.
2. Assemble existing GIS data from the City in order to update/create the following data layers: land use, street network, street conditions, street widths, traffic counts, sidewalk network, sidewalk conditions, bicycle facilities, transit lines, transit amenities, zoning, housing conditions, real estate market trends, existing and planned private and public construction projects, and environmental analyses.
3. Review data, identify gaps and areas that need updating, and focus data collection on those areas.
4. Prepare demographic and economic profiles, including population projections and trends of socio-economic variables.
5. Survey existing and planned public facilities and services to determine whether capacity problems exist and expansion is needed to accommodate growth. The following public facilities, utilities and services should be inventoried: transportation facilities, water service, sanitary sewers, storm drainage, parks and recreational facilities, police service, and fire protection.

#### **Phase 1 deliverables**

- Kickoff meeting
- Summary report of background information, including the delineation of key issues and land use objectives that are derived from review of past plans and meetings with City staff. Community outreach plan for key stakeholder members. A series of public meetings shall be held to engage the community in the planning process. The plan should include community-wide workshops and on-line engagement tools. Meetings with technical advisory committee
- Interviews

#### **Phase 2 Community Assessment/Analyses**

Complete a comprehensive investigation into key issues associated with land use, transportation, urban design, parking facilities, housing, policies and regulations, and financial resources. Record collected geographic data within a geodatabase containing GIS feature classes.

**EXHIBIT A**  
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**A. Existing Land Use Analysis**

Complete assessment and parcel-by-parcel inventory of properties. Evaluate the following data categories: existing land use; ownership; parcel size; vacant land; building and property condition; adjacent use impacts; recent development trends; building height; building area; and residential density.

**B. Demographic and psychographic analysis**

The team will collect demographic and socioeconomic data, including psychographics, and based on the city's and Council of Government's data make population and employment projections for the area.

**C. Urban Design Site Analysis**

Determine the conditions that contribute to or detract from the appearance and environmental quality of the study area, and determine means by which adverse visual conditions can be eliminated or reduced. Include built and environmental analysis of site.

**D. Transportation, Public Realm and Parking Analysis**

1. Planning level assessment of pavement conditions throughout the study area.
2. Evaluate the functional classification of streets and street design standards in the City of Denton Mobility Plan. Determine the ability of street design standards to incorporate context sensitive solutions that enhance the public realm and improve mobility of all users.
3. Indicate sidewalk gaps using existing GIS database combined with field observations.
4. Coordinate with DCTA to obtain transit routes, including frequency of service, ridership, and transit amenities to provide overall transit observations.
5. Evaluate bike route quality indicators and pedestrian connections utilizing EnvisionMobility throughout study area.
6. Public Realm (IH-35E, Arterial and Collector Streets). Conduct planning level observations associated with intersection treatments, pedestrian facilities, on street parking including (signage, street lights, and landscape condition).
7. Parking Facilities. Assess existing parking conditions in areas outside the boundaries of the UNT campus. Assessment will include public parking lots, private parking lots, and private and public on-street parking. Inventory existing parking using aerial photography and GIS, followed up with field checking parking lots and structures.

**E. Housing Analysis**

1. Analyze existing housing types and locations.
2. Conduct an analysis of the City of Denton Development Code, and other city regulations to monitor the conversion of single family dwellings to rental properties. Evaluate design standards pertinent to the conversion of single family dwellings to rental properties. Evaluate effectiveness of regulations pertaining to the maintenance of converted rental properties.

**F. Policy Analysis**

1. Identify design standards that address the following: vehicular and pedestrian circulation; building and site signage; landscaping; parking; lighting; public open spaces; building envelopes for development parcels including height, bulk, massing, setbacks and architectural character.

**EXHIBIT A**  
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2. Assess current regulations, including the City of Denton Development Code, to determine its effectiveness to guide development in a manner beneficial to the study area. Determine what changes should be considered in regulatory provisions and procedures.
3. Review the City's past use of existing tools for economic revitalization.

**G. Financial Resources**

1. Using Envision Tomorrow, assess the financial feasibility and fiscal implications of development alternatives in the Sector 1 South Neighborhoods Small Area Plan.
2. List the advantages and disadvantages of various financial resources for financing public improvements. Identify the most appropriate use for each resource or technique.

**H. Envision tomorrow modelling and scenario development; workshop and open house**

1. Use the Envision Tomorrow suite of planning tools that includes a return on investment (ROI) model and scenario builder tool for ArcGIS to model development feasibility for the study area as well as create and evaluate four land use scenarios.
2. Host a public workshop grounded in the data, market, and site analysis to obtain input on potential scenarios and identify priorities and opportunities that any future development scenario must address. The translation of this input will result in a set of guiding principles and an organizing framework for future development.
3. Host an open house to review draft scenarios and potential implementation strategies.

**Phase 2 Deliverables:**

- Community Assessment/Analyses Report summarizing the findings and analyses in Phase 2, including an evaluation of existing conditions, trends, and projections of future conditions. Identify major issues associated with land use and transportation that need to be addressed through the planning process. Define goals, objectives and policy guidelines for land use that will be used for the evaluation of the land use alternatives.
- Public workshop
- Open House

**Phase 3 Visioning Process & Development of Alternative Land Use Plans (Scenarios)**

**A. Vision Statement and Guiding Principles**

1. Conduct a Strengths, Weaknesses, Opportunities and Threats, (SWOT) Analysis to be used as a planning tool to establish a vision and goals – opportunities and issues for the area.
2. Develop preliminary guiding principles based on SWOT, Technical Committee and Steering Committee input and interviews.

**B. Land Use Scenarios**

1. Prepare development concepts, plans and maps illustrating three alternative land use proposals for the planning study area. The alternatives will address: varying land use mixes and intensities, alternative local circulation, public realm improvements, urban design choices and implementation prospects.
2. Evaluate land use plan alternatives considering the following: impacts on established neighborhoods, economic and market feasibility, sustainability, community character, fiscal consequences, impacts on public services and facilities, and implementation feasibility.

## **EXHIBIT A**

### **RFQ # 6424**

#### **Scope of Work and Services**

3. Report indicators to use in evaluating impacts and issues of the alternative scenarios. The impacts and issues associated with each land use alternative proposal will be prioritized for the purpose of determining a preferred plan.

#### **C. Transportation and Infrastructure**

1. Assess transportation system performance regarding, efficiency, quality of access, context for autos, transit, and non-motorized transportation options, as well as opportunities to use TSM/TDM and shared land use planning techniques to reduce trip generation and improve modal split.
2. Identify opportunities for improvement or expansion for which the development potential would be constrained by public facilities and services at currently planned levels.
3. Make preliminary recommendations on roadway design, streetscape enhancements and zoning for major roadways in study area.

#### **D. Public Realm Recommendations**

1. Using Envision Tomorrow, provide indicators for utilities to determine whether potential capacity problems exist and improvements are needed. Coordinate with City's public works department.
2. Determine location of potential gateways for key intersections along corridors to enhance appearance and create community identity.
3. Provide recommendations for roadway design and streetscape enhancements, including pedestrian circulation system improvements; parking improvements; landscape planting; public open space; transit; bicycle amenities; street furniture; traffic and informational signage; and street and pedestrian lighting.

#### **E. Existing parking conditions, innovative design and parking options**

1. Provide innovative design standards for parking structures and lots, and determine their ability to mitigate negative visual impacts to residential properties and streetscapes.
2. Utilizing Envision Tomorrow, assess neighborhood parking demands.
3. Develop options for a residential parking program to help increase on-street parking for neighborhood residents.

#### **F. Housing assessment and development opportunities and strategies**

1. Determine the type of housing needed, (e.g., new housing, affordable housing, student housing, workforce, seniors mixed income, lease purchase, etc.)
2. Identify existing housing stock (including housing in historic districts and established neighborhoods) that should be protected, and indicate appropriate locations for new housing.

#### **G. Community Design**

1. Develop guidelines for urban design regarding: mitigation of adverse impacts of potential development on surrounding historic and traditional single-family neighborhoods; opportunities for public or private investments to improve the urban design of existing neighborhoods; public art; etc.
2. Propose an urban design strategy suited to long-term development, including recommendations for streetscape, neighborhood preservation, open space, infrastructure standards and commercial facilities.
3. Determine zoning code changes to promote mixed-use, pedestrian friendly development.

**EXHIBIT A**  
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**H. Visualizing the Plan**

1. Provide visualizations—maps, illustrations, and character images—to guide stakeholder discussion and to fully illustrate the type and character of development recommended under proposed plan objectives so the community and City can make informed decisions regarding whether the plan recommendations will achieve desired results.
2. Provide two 3D visualizations illustrating potential change in key catalyst areas.

**Phase 3 Deliverables: Alternative Analyses Report**

- Develop Alternative Analyses Report that describes the alternative plans, including maps, graphics, and GIS data of a minimum of three alternative future land use scenarios developed and analyzed in Phase 3.
- Each alternative plan will include an analysis of desirable and feasible patterns of land use.
- Preferred scenario and land use plan
- Draft recommendations for:
  - Parking
  - Housing
  - Urban Design Guidelines
- Two visualizations illustrating recommended scenario

**Phase 4 Comprehensive Small Area Plan and Implementation Strategy**

**A. Draft Sector 1 South Neighborhoods Small Area Plan**

1. Synthesize the results of the analyses to prepare the Sector 1 South Neighborhoods Small Area Plan.
2. The small area plan will include the description of the recommended land use alternative and an action plan for its implementation.
3. The land use plan will include sections on the following: a) statement of goals and objectives; b) existing conditions; c) description and summary of analyses; d) analysis of alternative land use proposals; e) recommended land use alternative; f) detailed implementation strategies; and g) description of public participation and feedback involved in the planning process.

**B. Implementation Strategy**

Develop the implementation strategy to carry out the land use and development recommendations for the preferred land use alternative. The implementation strategies will include the following:

1. Prepare a cost breakdown of proposed improvements and an overall improvement plan identifying needed capital improvements and assigning them priority.
2. Determine the budget strategies necessary to initiate the plan.
3. Develop a financing program establishing procedures for funding public sector improvements and attracting and assisting private projects when necessary.
4. Identify federal and state funding sources that can be used to implement the recommended improvements.
5. Recommend ordinances, policies and design standards that will assist the implementation of the Sector 1 South Neighborhoods Small Area Plan.



## **EXHIBIT A**

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#### **Scope of Work and Services**

6. Recommend incentives, regulations and use of zoning, subdivision, site planning or other tools to implement the urban design strategy.
7. Recommend regulatory procedures and provisions necessary to secure compliance with plan objectives and program specifications.
8. Recommend alternate approaches for encouraging quality design and layout of neighborhoods and commercial development.
9. Develop strategies for use of public improvements and private property guidelines to create a visual identity for special project sites.
10. Identify short-term projects that are capable of having early positive impact on study area.
11. Recommend a development phasing plan.

#### **C. Staff and Steering Committee Review and Updated Draft Plan**

1. Incorporate staff and Steering Committee review into the Sector 1 South Neighborhoods Small Area Plan.
2. Facilitate review; log comments and incorporate changes.
3. Prepare public review draft for public input.

#### **D. Review Draft Products**

Hold public open house to gain feedback of on draft plan. Everyone who has been involved in the plan and who has attended public meetings, signed up on the website, social media, etc, will be invited to attend the open house. Typically, we run it for about 3 hours, with a presentation at the beginning and another presentation mid-meeting. We have numerous posters showing the preferred scenario and land use plan, recommendations, and other graphics. We obtain feedback during the presentations using keypad polling and we also obtain feedback through comment cards, sticky notes, etc. A postcard/handout with a link to the plan for downloading will be provided so participants can download the entire plan.

#### **E. Final Plan**

1. Prepare final plan.
2. Within one week of City Council approval, complete final Sector 1 South Neighborhoods Small Area Plan. Provide digital files of the entire document, including graphics, and two hardcopies of the entire document, including graphics to the City of Denton.
3. Develop 4-page summary version of the report, with program highlights and key recommendations, for general community distribution. Provide digital files of the entire document, including graphics, and two hardcopies of the entire document, including graphics to the City of Denton.
4. Submit all GIS files illustrating the final plan as geodatabases to the City of Denton.

#### **F. Hearing and Adoption**

1. Attend Planning Commission work session and public hearing (2 meetings)
2. Attend City Council work session and public hearing (2 meetings)

#### **Phase 4 Deliverables:**

- Draft Sector 1 South Neighborhoods Small Area Plan and Implementation Strategy
- Final Sector 1 South Neighborhoods Small Area Plan and Implementation Strategy
- All files delivered to city
- Attend briefings and hearings

**EXHIBIT A**  
**RFQ # 6424**  
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**Phase 5: Ongoing: Communications and Involvement**

**A. Weekly or bi-weekly team calls with client**

The consultant team will have regular weekly or every two week calls with the client to review project, schedule, and upcoming tasks and events.

**B. Steering Committee and Technical Committee meetings**

1. Members of the consultant team will attend up to six Steering Committee meetings throughout the project. These meetings begin at the initiation of the project and are spaced throughout the project on a monthly or every-other month schedule.
2. Meet with Technical Advisory Committee, comprised of staff from various departments, and obtain input regarding the policy context of the project. Conduct up to 5 meetings with Technical Advisory Committee. These meetings will either be group meetings or individually, depending on the information needed to be obtained or reviewed. They will be held throughout the project as needed to address specific issues and to keep the group up to date, as desired by the city project manager. The first meeting will be at the project kick off.

**C. Website materials/ social media materials**

Consultant team will produce materials for the city's existing webpage. Throughout the project, the team will regularly provide information to staff to update the website. Materials will include preparing the following materials for posting on the web:

- Project updates and meeting schedules.
- Graphic meeting notices.
- Presentations made at Steering Committee and public meetings.
- Survey information
- Relevant reports and other project information.

**D. Outreach materials**

The consultant team will create outreach materials for the public meetings. These will be provided to the city for printing and distribution.

Materials include outreach materials such as:

- Flyers for printing and distribution
- Postcards for mailing or leaving at local businesses and apartments
- Web ready notices
- Graphic Email blasts
- Media summaries; Press releases or advisories

**City Responsibilities:**

1. Coordinate and set up technical advisory meetings
2. Provide background documents, GIS and other materials
3. Schedule, coordinate meeting space, refreshments, facility fees and logistics for Technical Committee, Steering Committee and public meetings
4. Print posters, flyers, materials for Steering Committee and public meetings
5. Provide outreach for all public meetings – flyers, mailings, email blasts, presentations to interest groups, etc.

**EXHIBIT A**  
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6. Create and manage webpage
7. Review submittals in a timely manner

**Meeting Detail:**

1. Kickoff meeting (within 4 weeks of signing contract)
2. Interviews (month 1 and 2 of project)
3. Five TAC meetings (first at time of kick off meeting, then scheduled every other month, or as needed)
4. Six Steering Committee Meetings (first meeting scheduled in month 2 of project, then scheduled every month to every-other month. Usually we do not schedule Steering Committee meetings in the months we have workshops and open houses.)
5. Workshop (six weeks to three months into the project)
6. Two Open Houses (first open house one month to six weeks after the workshop and second open house after public review draft is complete.)

**EXHIBIT B**  
**Fregonese Associates**  
**Sector One Small Area Plan/Implementation Services for City of Denton**

<b>Sector One Small Area Plan/ Implementation Services for City of Denton - Fee Schedule</b>	<b>Fregonese Associates Cost</b>	<b>Tharp Planning Group Cost</b>	<b>DRW Cost</b>	<b>Walter P Moore Cost</b>	<b>Task Total</b>
<b>Phase 1: Inventory and Database Development</b>	<b>\$ 7,000</b>	<b>\$ 3,000</b>	<b>\$ 3,000</b>	<b>\$ 3,584</b>	<b>\$16,584</b>
A. Project Kick-off	\$ 3,000	\$ 1,800	\$ 1,800	\$ 1,536	\$8,136
B. Database Development	\$ 4,000	\$ 1,200	\$ 1,200	\$ 2,048	\$8,448
	\$ -	\$ -	\$ -	\$ -	\$0
<b>Phase 2: Community Assessment/Analyses</b>	<b>\$ 32,250</b>	<b>\$ 9,600</b>	<b>\$ 7,800</b>	<b>\$ 12,288</b>	<b>\$61,938</b>
A. Existing Land Use Analysis	\$ 3,000	\$ 2,400	\$ 1,800	\$ 1,024	\$8,224
B. Demographic and psychographic analysis	\$ 3,000	\$ 600	\$ 600	\$ -	\$4,200
C. Urban Design Site Analysis	\$ 1,000	\$ 600	\$ 2,400	\$ -	\$4,000
D. Transportation, Public Realm and Parking Analysis	\$ 2,000	\$ 600	\$ -	\$ 9,216	\$11,816
E. Housing Analysis	\$ 3,750	\$ 1,200	\$ -	\$ -	\$4,950
F. Policy Analysis	\$ 1,500	\$ 1,200	\$ 600	\$ 1,024	\$4,324
G. Financial Resources	\$ 3,000	\$ 600	\$ -	\$ -	\$3,600
H. Envision tomorrow modelling and scenario development; workshop and open house	\$ 15,000	\$ 2,400	\$ 2,400	\$ 1,024	\$20,824
<b>Phase 3: Visioning Process and Development of Alternative Land Use Plans (Scenarios)</b>	<b>\$ 27,000</b>	<b>\$ 9,000</b>	<b>\$ 9,600</b>	<b>\$ 18,944</b>	<b>\$64,544</b>
A. Vision Statement and Guiding Principles	\$ 3,000	\$ 2,400	\$ 1,200	\$ -	\$6,600
B. Land Use Scenarios	\$ 7,250	\$ 2,400	\$ 1,200	\$ -	\$10,850
C. Transportation and infrastructure	\$ 3,000	\$ 600	\$ -	\$ 5,120	\$8,720
D. Public realm recommendations	\$ 1,000	\$ -	\$ 1,200	\$ 4,608	\$6,808
E. Existing parking conditions, innovative design and parking options	\$ 2,000	\$ -		\$ 9,216	\$11,216
F. Housing assessment, development opportunities and strategies	\$ 3,750	\$ 3,000	\$ 1,200	\$ -	\$7,950
G. Community Design	\$ 3,000	\$ 600	\$ 2,400	\$ -	\$6,000
H. Visualizing the Plan	\$ 4,000	\$ -	\$ 2,400	\$ -	\$6,400
<b>Phase 4: Comprehensive Small Area Plan and Implementation Strategy</b>	<b>\$ 32,750</b>	<b>\$ 13,950</b>	<b>\$ 5,700</b>	<b>\$ 4,096</b>	<b>\$56,496</b>
A. Draft Sector 1 South Neighborhoods Small Area Plan	\$ 10,750	\$ 4,500	\$ 3,000	\$ -	\$18,250
B. Implementation Strategy	\$ 7,500	\$ 3,600	\$ 1,200	\$ 3,072	\$15,372
C. Staff and Steering Committee Review and Updated Draft Plan	\$ 5,000	\$ 2,250	\$ 300	\$ -	\$7,550
D. Review Draft Products	\$ 3,000	\$ 1,200	\$ 1,200	\$ -	\$5,400
E. Final plan	\$ 4,500	\$ 1,200	\$ -	\$ -	\$5,700
F. Hearings and Adoption	\$ 2,000	\$ 1,200	\$ -	\$ 1,024	\$4,224
<b>Ongoing: Communications and Involvement</b>	<b>\$ 9,250</b>	<b>\$ 8,400</b>	<b>\$ 5,700</b>	<b>\$ 3,840</b>	<b>\$27,190</b>
A. Weekly or bi-weekly team calls with client	\$ 2,250	\$ 2,700	\$ 2,100	\$ 1,792	\$8,842
B. Steering and Technical Committee meetings	\$ 5,000	\$ 4,500	\$ 3,600	\$ 2,048	\$15,148
C. Website materials/social media materials	\$ 1,000	\$ 600	\$ -	\$ -	\$1,600
D. Outreach materials	\$ 1,000	\$ 600	\$ -	\$ -	\$1,600
<b>Subtotal</b>	<b>\$ 108,250</b>	<b>\$ 43,950</b>	<b>\$ 31,800</b>	<b>\$ 42,752</b>	<b>226,752</b>
Travel (12 person trips), Expenses, Printing and Supplies	\$ 11,250	\$ 750		\$ 500	\$12,500
<b>Total</b>	<b>\$119,500</b>	<b>\$44,700</b>	<b>\$31,800</b>	<b>\$43,252</b>	<b>\$239,252</b>

<b>Travel, Expenses, Printing and Supplies Detail</b>					
8 trips (12 person-trips) at \$750 each	\$9,000				
Printing of maps and other materials; workshop supplies; open house supplies, misc. expenses	\$2,250	\$750		\$500	
<b>TOTAL</b>	<b>\$11,250</b>	<b>\$750</b>	<b>\$0</b>	<b>\$500</b>	<b>\$12,500</b>

## Exhibit C

## CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

### For vendor or other person doing business with local governmental entity

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

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

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

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

**1** Name of vendor who has a business relationship with local governmental entity. Fregonese 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 7<sup>th</sup> business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

None

Name of Officer

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

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

Yes  No

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

Yes  No

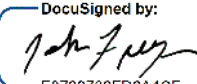
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

Yes  No

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

None

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

**5** DocuSigned by:  
  
 E3739733FD6A4CF... g business with the governmental entity

7/17/2017

Date

## Certificate Of Completion

Envelope Id: 0A9F00E899584B359E8FB82E06D935E3	Status: Sent
Subject: Please DocuSign: City Council Contract 6424	
Source Envelope:	
Document Pages: 30	Signatures: 3
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Cynthia.Alonzo@cityofdenton.com
	IP Address: 129.120.6.150

## Record Tracking

Status: Original 7/17/2017 8:38:35 AM	Holder: Cindy Alonzo Cynthia.Alonzo@cityofdenton.com	Location: DocuSign
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Cindy Alonzo  
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ID: 8562acd8-77bd-4148-b79f-bf303ee53ae0

Jennifer DeCurtis  
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Deputy City Attorney

City of Denton  
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Julia Winkley  
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Contracts Administration Supervisor  
City of Denton

Security Level: Email, Account Authentication (Optional)

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Todd Hileman  
Todd.Hileman@cityofdenton.com  
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Signed: 7/17/2017 9:47:05 AM

Sent: 7/17/2017 9:47:07 AM  
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Signer Events	Signature	Timestamp
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Accepted: 2/8/2017 4:52:51 PM  
ID: 8154723a-9757-4d53-a4b5-794656233671

Jennifer Walters  
jennifer.walters@cityofdenton.com  
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Editor Deliver Events	Status	Timestamp
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City of Denton  
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Jane Richardson  
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Security Level: Email, Account Authentication (Optional)  
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Robin Fox  
Robin.fox@cityofdenton.com  
Security Level: Email, Account Authentication (Optional)  
**Electronic Record and Signature Disclosure:**  
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ID: 04463961-03db-4c4d-9228-d660d6146ed6

Jennifer Bridges  
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Security Level: Email, Account Authentication (Optional)  
**Electronic Record and Signature Disclosure:**  
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Jane Richardson

jane.richardson@cityofdenton.com

Security Level: Email, Account Authentication  
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Ron Menguita

Ron.Menguita@cityofdenton.com

Security Level: Email, Account Authentication  
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**Required hardware and software**

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

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