

## DocuSign Transmittal Coversheet

File Name	8377-018 Mckinney Sidewalk (Elm to Bolivar St) Design
Purchasing Contact	Cori Power

## 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 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: McKinney Sidewalk Improvements (Elm to Bolivar St) (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 \$99,500.00 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 C.

#### **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 C 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**

### **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.

### **A. 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.

## **B. 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.

## **C. 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.

## **D. 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.

#### **E. 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.

#### **F. 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.

## **G. 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**

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

## **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 C to this AGREEMENT.

## **P. Equal Opportunity**

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall not 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 C.

### **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, ENGINEER 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. 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:

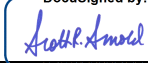
- Attachment A - Scope of Services
- Attachment B – Compensation
- Attachment C – Project Schedule
- Attachment D – Insurance Requirements

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 4/15/2026

BY:  
ENGINEER  
Kimley-Horn and Associates, Inc.

DocuSigned by:  
  
 Vice President  
 \_\_\_\_\_  
 Authorized Agent, Title

Full Name: Scott Arnold

BY:  
CITY OF DENTON, TEXAS

DocuSigned by:  
Covi Power Purchasing Supervisor  
5F1FE1003F7D4FE...  
Authorized Agent, Title

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

Signed by:  
Leah Bush  
3A6254145BDA469...  
BY: \_\_\_\_\_

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

Signed by:  
Seth Garcia  
A13701F6BC954FC...  
SIGNATURE

Director of Capital Projects  
TITLE

Capital Projects  
DEPARTMENT

## ATTACHMENT "A"

Scope of Services and Fee for Engineering Design Related Services for:

### **McKinney Street Sidewalk Improvements**

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

#### OBJECTIVE

*The objective of this project is to design sidewalks at the following locations*

- *Approximately 450 linear feet of 5' wide sidewalk along the north side of W. McKinney Street from N Elm Street to Bolivar Street.*
- *Approximately 1,100 linear feet of 5' wide sidewalk along the south side of E. McKinney Street from Frame Street to Bradshaw Street.*

*Work under this agreement consists of project management, preliminary and final design, bid phase services, construction phase services, and topographic survey. The work also includes assisting CITY with construction task order package utilizing CITY's on-call contractor.*

#### WORK TO BE PERFORMED

- Task 1. Design Management
- Task 2. Preliminary Design (60%)
- Task 3. Final Design (90% and 100%)
- Task 4. Bidding Phase Services
- Task 5. Construction Phase Services
- Task 6. Topographic Survey
- Task 7. Geotechnical Engineering
- Task 8. Subsurface Utility Engineering (SUE)
- Task 9. TDLR Permitting

#### **TASK 1. DESIGN MANAGEMENT.**

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

##### 1.1. Managing the Team:

- Lead, manage, and direct design team activities
- Ensure Quality Control / Quality Assurance (QC/QA) is practiced in the performance of the work.
- Communicate internally among team members

- Task and allocate team resources

## 1.2. Communications and Reporting:

- Attend a pre-design project kickoff/charter meeting with CITY staff to confirm and clarify scope, understand CITY's objectives, and ensure economical and functional designs that meet CITY's requirements.
- Attend two (2) field meetings with City representatives prior to the 30% and 90% submittals.
- Conduct and document *monthly* project update meetings with the CITY's Project Manager and CITY staff.
- Conduct review meetings with the CITY at the end of each design phase.
- Conduct QC/QA reviews and document those activities.
- Prepare invoices and submit monthly in the format requested by the CITY.
- Prepare and submit monthly project status reports in the format provided by the CITY.
- Prepare and submit baseline project schedule initially, and project schedule updates with a schedule narrative as necessary.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design
- With respect to coordination with permitting authorities, ENGINEER shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. ENGINEER shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements, as part of the design scope.

## ASSUMPTIONS

- One (1) pre-design project kickoff/chartering meeting.
- Two (2) field review meetings.
- Six (6) monthly project update meetings during the design phase.
- Two (2) plan review meetings.
- Project design phase is estimated to be six (6) months.
- Project construction phase is estimated to be six (6) months.
- Twelve (12) monthly updates of project status reports and project schedule.

## DELIVERABLES

- Meeting summaries with action items
- Baseline design schedule

- Schedule updates with a schedule narrative describing any current or anticipated schedule changes
- Monthly project status reports
- Monthly invoices

## **TASK 2. PRELIMINARY DESIGN (60 PERCENT).**

Preliminary plans and specifications shall be submitted to CITY per the approved Project Schedule.

ENGINEER will develop the preliminary design of the infrastructure as follows.

### 2.1. Data Collection

- In addition to data obtained from the CITY, the ENGINEER will research and make efforts to obtain pertinent information to aid in the coordination of the proposed improvements with any planned future improvements that may influence the project. The ENGINEER will also identify and obtain data on existing conditions that may impact the project, including utilities, agencies (City, TxDOT, etc.), City Master Plans, and property ownership, as available from the Tax Assessor's office.
- The ENGINEER will consult with the City's Public Works Department, public utilities, private utilities, and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project.

### 2.2. Utility Clearance

- The ENGINEER will develop the design of the CITY facilities to avoid or minimize conflicts with existing utilities, and, where known and possible, consider potential future utilities in designs. Where conflicts cannot be avoided, coordination of Utility Conflicts will begin at the Conceptual Design phase.
- In the case of a public utility conflict, the ENGINEER will design CITY facilities to avoid or minimize conflicts with existing utilities, and, where known and possible, consider potential future utilities in designs. [the following are examples of activities that ENGINEER may expand upon – be sure to track changes.]

### 2.3. The Preliminary Design Drawings and Specifications shall include the following:

- Preliminary cover and index of sheets including project limits, area location map and beginning and end station limits.
- Quantity Summary page.
- Traffic Control Plan, including all construction signage and pavement markings, which will be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices.

- A Project Control Sheet, showing all Control Points, used or set while gathering data. Generally, on a scale of not less than 1:400. The following information shall be indicated for each Control Point: Identified (existing City Monument #8901, PK Nail, 5/8" Iron Rod); X, Y, and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on City Datum only; descriptive location.
- Updated existing and proposed typical section sheets.
- Updated sidewalk plan sheets displaying station and coordinate data for all horizontal alignment P.C.'s, P.T.'s, P.I.'s.
- No less than two bench marks plan sheet.
- Bearings given on all proposed centerlines or baselines.
- Sidewalk layout sheets showing ROW lines, horizontal alignments, utilities, curbs, sidewalks, driveways, and existing and proposed contours (0.25' intervals).
- Preliminary pre-cast pedestrian bridge plan and profile, details and notes, abutments and foundations.
- Documentation of key design decisions.
- OPCC.

#### 2.4. Constructability Review

- Prior to the 60 percent review meeting with the CITY and TxDOT, the ENGINEER shall schedule and attend a project site visit with the CITY Project Manager and CITY staff to walk the project. The ENGINEER shall summarize the comments from the field visit and submit them in writing to the CITY.

#### **ASSUMPTIONS**

- Three (3) sets of 11"x17" size plans will be delivered to CITY and TxDOT for the 60% design for review coordination.
- ENGINEER shall not proceed with Final Design activities without written approval by the CITY of the Preliminary Design plans.
- The prefabricated pedestrian bridge manufacturer will provide sealed structural calculations and drawings for the truss bridge. The prefabricated bridge is assumed to be 8' wide by 70' in length.

#### **DELIVERABLES**

- Preliminary Design drawings.
- OPCC.

### **TASK 3. FINAL DESIGN (90 PERCENT) AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT).**

Upon approval of the Preliminary plans, ENGINEER will prepare construction plans as follows:

- Final draft construction plans (90%), including specifications, shall be submitted to CITY per the approved Project Schedule.
- Following a 90% construction plan review meeting with the CITY, the ENGINEER shall submit Final Plans (100%) to the CITY per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in the State of Texas.
- A Quantity Summary page will be included in both the 90% and 100% design packages. Each design sheet of those packages shall include a quantity take off table.
- The ENGINEER shall submit an OPCC with both the 90% and 100% design packages. This estimate shall use standard TxDOT bid items.

#### **ASSUMPTIONS**

- Three (3) sets of 11"x17" size drawings will be delivered for the 90% Design package.
- Three (3) sets of 11"x17" size drawings will be delivered for the 100% Design package.

#### **DELIVERABLES**

- 90% construction plans.
- 100% construction plans and applicable letting forms and documents.
- Detailed OPCC including summaries of bid items and quantities.
- Original 11"x17" size cover mylar for the signatures of authorized CITY officials.

### **TASK 4. BIDDING PHASE SERVICES**

ENGINEER will complete the following tasks for the bidding phase of the project. CITY will utilize existing paving unit price contractor for the construction of this project.

#### **4.1. Bidding Support**

- ENGINEER will prepare a construction task order for this project by utilizing CITY's existing on-call paving contractor.
- ENGINEER will prepare a change order to add new bid items to the existing on-call contractor if necessary.

## TASK 5. CONSTRUCTION PHASE SERVICES.

ENGINEER will support the construction phase of the project as follows.

### 5.1. Construction Support

- The ENGINEER shall attend the preconstruction conference.
- *Visits to the Site and Observation of Construction.* ENGINEER will make up to ten (10) visits as directed by CITY to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of the Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, the ENGINEER will evaluate whether the Contractor's work is generally proceeding in accordance with the Contract Documents and will keep the CITY informed of the work's general progress.

ENGINEER will not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. ENGINEER does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- *Clarifications and Interpretations.* ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by CITY.
- *Shop Drawings and Samples.* The ENGINEER will review and approve, or take other appropriate action with respect to, Shop Drawings, Samples, and other data that the Contractor is required to submit, but only for conformance with the information provided in the Contract Documents. Such review and approvals, or other actions, will not extend to means, methods, techniques, equipment selection and use, schedules, or procedures of construction, or to related safety programs.
- *Substantial Completion.* ENGINEER will, after notice from Contractor that it considers the Work ready for its intended use, in company with City, TxDOT, and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete upon satisfactory completion of all items, except those identified on the final punch list.
- *Final Notice of Acceptability of the Work.* ENGINEER will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list.

## ASSUMPTIONS

- Two (2) site visits are assumed.
- Two (2) submittal reviews are assumed.
- Two (2) RFI's are assumed.

## DELIVERABLES

- Response to Contractor's Request for Information
- Review of shop drawings
- Final Punch List items

## TASK 6. TOPOGRAPHIC SURVEY SERVICES.

ENGINEER will provide survey support as follows.

### 6.1. Design Survey

- The ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by the ENGINEER in the design and preparation of plans for the project. Information gathered during the survey shall include topographic data; elevations of all sanitary and adjacent storm sewers; rim/invert elevations; locations of buried utilities, structures, and trees (measure caliper, identify overall canopy, and identify tree species); and other features relevant to the final plan sheets. Existing drainage at intersections will be verified by field surveys. Spot elevations will be shown on intersection layouts, with cross slopes to match intersecting grade lines.
- The minimum survey information to be provided on the plans shall include the following:
  - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally, on a scale of not less than 1:400:
  - The following information about each Control Point;
    - a. Identified (Existing. City Monument #8901, PK Nail, 5/8" Iron Rod)
    - b. X, Y, and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinates on City Datum only.
    - c. Descriptive Location.
  - Coordinates on all P.C.'s, P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system as the Control.
  - No less than two horizontal bench marks, per line or location.
  - Bearings given on all proposed centerlines, or baselines.
  - Station equations relating utilities to paving, when appropriate.

## 6.2. Temporary Right of Entry Preparation and Submittal

- Prior to entering the property, the ENGINEER shall prepare, mail, and obtain Temporary Right of Entry from landowners.

### **ASSUMPTIONS**

- Survey limits are on the north side of McKinney Street, from Elm Street to Bolivar Street.

### **DELIVERABLES**

- Drawing of the project layout with dimensions and a coordinate list.

## **TASK 7. GEOTECHNICAL ENGINEERING.**

The ENGINEER, utilizing a geotechnical engineering subconsultant, will provide the following geotechnical engineering tasks.

### 8.1. Subsurface Exploration

Drillers and technicians will evaluate subsurface conditions in accordance with the following field program.

- Pedestrian Bridge and Abutment Retaining Walls – Two (2) borings drilled to depths of 40 to 45 feet, planned to extend at least 15 feet into unweathered gray sandy shale or cemented sand.

Cohesive and non-cohesive soil samples will be obtained using 3-inch-diameter Shelby tube samplers and 2-inch-diameter standard split-spoon samplers, respectively. In addition, the rock (shale) encountered will be evaluated using Texas Department of Transportation (TXDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

The subconsultant will stake the boring locations using handheld GPS equipment. Approximate locations of the borings will be shown on the plan. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided as Additional Services upon request. At the completion of drilling operations, boreholes will be backfilled with drill cuttings and plugged at the surface by hand tamping.

### 8.2. Laboratory Services

Given the planned facilities, anticipated soil conditions, and geology, laboratory tests will be required to classify the soils and determine their strength characteristics. The following types of tests are therefore recommended:

- moisture content and soil identification

- liquid and plastic limit determinations
- percent passing the No. 200 sieve
- sieve and hydrometer particle size analyses
- unconfined compression tests on soil
- direct shear tests on soils (optional)
- unit weight determinations
- free swell tests

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

### 8.3. Engineering Services

An engineering report will be prepared to present the results of field and laboratory data, along with our analyses and recommendations. The subconsultant will provide two hard copies and an electronic copy. The report will address:

- general soil and groundwater conditions
- recommendations for foundation type, depth, and allowable loading for pedestrian bridge
- minimum penetration of piers to resist uplift (if required)
- Lpile design parameters
- foundation construction requirements
- recommended lateral pressures for the design of abutment retaining structures
- global slope stability analyses at proposed bridge abutment retaining walls (optional)
- recommendations for tiebacks, including founding material, allowable adhesion, and spacing (optional and if required)
- an evaluation of the swell characteristics of the subgrade soils
- earthwork recommendations

#### **ASSUMPTIONS**

- Items other than those specified above, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services, if required and requested, will be performed as Additional Services.

#### **DELIVERABLES**

##### A. Geotechnical report

**TASK 8. SUBSURFACE UTILITY ENGINEERING (SUE).**

The ENGINEER, utilizing a Subsurface Utility Engineering (SUE) subconsultant, will provide SUE services as below. the Level B and Level A SUE in the location of proposed pedestrian bridge to support foundation design for the prefabricated pedestrian bridge.

**8.1. Level B and Level A SUE**

- Level B SUE will be collected in the location of proposed pedestrian bridge to support foundation design for the prefabricated pedestrian bridge.
- Level A test holes will be provided as necessary if the conflict with known utilities from Level B is anticipated.

**ASSUMPTIONS**

- Up to four (4) Level A test holes are included.

**• DELIVERABLES**

- A. Drawing of the project layout with dimensions and coordinate list.
- B. SUE plan drawings sealed by a professional engineer registered in the State of Texas.

**TASK 9. TDLR PERMITTING.**

ENGINEER will provide permitting support for the CITY to obtain any and all agreements and/or permits normally required for a project of this size and type, as follows

**9.1. Texas Department of Licensing and Regulation (TDLR)**

- Identify and analyze the requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, and become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
- ENGINEER is responsible for providing plans that are in compliance with TDLR requirements.
- Submit construction documents to the TDLR.
- Completing all TDLR forms/applications necessary.
- Obtain the Notice of Substantial Compliance from the TDLR.
- Request an inspection from TDLR or a TDLR locally approved Registered Accessibility Specialist no later than 30 calendar days after construction's substantial completion. Advise the CITY in writing of the inspection results.
- Responding to agency comments and requests.
- All costs associated with TDLR plan review and inspections are to be paid by the ENGINEER during the course of the project.

## ASSUMPTIONS

- Permit preparation will begin after approval of the Final Design.
- One (1) on-site meeting for the final TDLR inspection is assumed.

## DELIVERABLES

- B. Copies of Permit Applications
- C. Copies of Approved Permits

## ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

**Additional Services not included in the existing Scope of Services** – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Sub-surface Utility Engineering (SUE) beyond the scope included.
- Roadway design and drainage design
- Preparation of ROW and easement documents
- Negotiation of easements or property acquisition.
- Services related to the development of the CITY's project financing and/or budget.
- Construction management and inspection services
- Services necessary due to the default of the Contractor.
- 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 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.

**ATTACHMENT "B"**

Compensation for Engineering Related Professional Services for:

**MCKINNEY STREET SIDEWALK IMPROVEMENTS**

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be a lump sum total not to exceed \$99,500 for all services**, including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

The total compensation for Tasks 1 through 8 shall be on a lump sum basis and shall not exceed **\$99,500**.

Progress payments shall be paid monthly based on the actual work satisfactorily completed per month.

• Task 1 – Design Management	\$ 8,500
• Task 2 – Preliminary Design (60%)	\$ 38,500
• Task 3 – Final Design (90% and 100%)	\$ 18,500
• Task 4 – Bidding Phase Services	\$ 1,500
• Task 5 – Construction Phase Services	\$ 3,500
• Task 6 – Topographic Survey	\$ 5,000
• Task 7 – Geotechnical Engineering	\$ 10,000
• Task 8 – Subsurface Utility Engineering (SUE)	\$ 11,500
• Task 9 – TDLR Permitting	\$ 2,500

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**Grand Total                    \$ 99,500**

ENGINEER will not exceed the total maximum fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only.

All permitting, application, and similar project fees will be paid directly by the CITY.

Payment is due within 30 days of invoice receipt and should include the invoice number and the ENGINEER project number.

Attachment "C"  
 McKinney Street Sidewalk Improvements  
 Kimley-Horn and Associates, Inc.

TASK	START DATE	END DATE
<b>Project Initiation</b>		
Design Notice to Proceed	Apr-26	Apr-26
<b>Design</b>		
Data Collection/Survey	Apr-26	May-26
60% Submittal	May-26	Jun-26
City Review	Jun-26	Jul-26
90% Submittal	Jul-26	Jul-26
City Review	Jul-26	Aug-26
Final Design Submittal	Aug-26	Aug-26
<b>Bidding</b>		
Construction Task Order Submittal	Aug-26	Sep-26
Contractor Notice to Proceed	Sep-26	Nov-26
<b>Construction</b>		
Construction	Nov-26	May-27

## **Attachment D INSURANCE REQUIREMENTS**

*Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful ENGINEER 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 ENGINEER, the ENGINEER 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 contract award, ENGINEER shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. ENGINEER may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, ENGINEERS are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. ENGINEER shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.***

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. 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 ENGINEER 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 or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, ENGINEER 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 ENGINEER shall either double the occurrence limits or obtain Owners and ENGINEERs 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 specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:***

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent ENGINEERs, and Contractual Liability with minimum

combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

**B. PROFESSIONAL LIABILITY INSURANCE**

If ENGINEER is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the ENGINEER becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of \$1,000,000.00 per claim, \$2,000,000.00 annual aggregate.

**SUBCONTRACTING LIABILITY**

(1) Without limiting any of the other obligations or liabilities of the ENGINEER, the ENGINEER shall require each SubENGINEER performing work under the contract, at the SubENGINEER's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The SubENGINEER's liability insurance shall name ENGINEER as an additional insured.

(2) ENGINEER shall obtain and monitor the certificates of insurance from each SubENGINEER. ENGINEER must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subENGINEERs. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

Attachment CIQ

# CONFLICT OF INTEREST QUESTIONNAIRE

## CONFLICT OF INTEREST QUESTIONNAIRE -

## FORM CIQ

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

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

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

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

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

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

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

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

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

Yes  No

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

Yes  No

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

Yes  No

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

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

**5** DocuSigned by:



4/15/2026

Signature of vendor doing business with the governmental entity

Date

## Certificate Of Completion

Envelope Id: 022AF6C6-E495-496A-B6B6-C02B15B2F06F  
 Subject: \*\*\*Purchasing Approval\*\*\* 8377-018 Mckinney Sidewalk (elm to Bolivar St) Design  
 Source Envelope:  
 Document Pages: 33 Signatures: 5  
 Certificate Pages: 6 Initials: 1  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Cori Power  
 901B Texas Street  
 Denton, TX 76209  
 cori.power@cityofdenton.com  
 IP Address: 198.49.140.10

## Record Tracking

Status: Original Holder: Cori Power Location: DocuSign  
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## Signer Events

Cori Power  
 cori.power@cityofdenton.com  
 Purchasing Supervisor  
 City of Denton  
 Security Level: Email, Account Authentication (None)

## Signature


**Completed**  
 Using IP Address: 198.49.140.10

## Timestamp

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**Electronic Record and Signature Disclosure:**  
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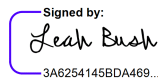
Lori Hewell  
 lori.hewell@cityofdenton.com  
 Purchasing Manager  
 City of Denton  
 Security Level: Email, Account Authentication (None)

 Initial  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.49.140.10

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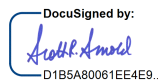
Leah Bush  
 leah.bush@cityofdenton.com  
 Assistant City Attorney  
 Security Level: Email, Account Authentication (None)

 Signed by:  
 Signature Adoption: Pre-selected Style  
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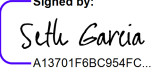
**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

Scott Arnold  
 Scott.arnold@kimley-horn.com  
 Vice President  
 Kimley-Horn and Associates, Inc.  
 Security Level: Email, Account Authentication (None)

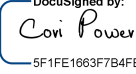
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Sent: 4/15/2026 10:19:19 AM  
 Viewed: 4/15/2026 10:57:21 AM  
 Signed: 4/15/2026 10:58:29 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/27/2020 10:55:11 AM  
 ID: a1f38400-e5cc-4b57-8548-4dd7e031355d

Signer Events	Signature	Timestamp
<p>Seth Garcia  Seth.Garcia@cityofdenton.com  Director of Capital Projects  Security Level: Email, Account Authentication (None)</p>	<p>Signed by:    A13701F6BC954FC...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 198.49.140.10</p>	<p>Sent: 4/15/2026 10:58:32 AM  Viewed: 4/15/2026 11:54:25 AM  Signed: 4/15/2026 12:05:01 PM</p>

**Electronic Record and Signature Disclosure:**  
Accepted: 4/15/2026 11:54:25 AM  
ID: a4513f10-e57d-43dc-b2bb-f619c09848a2

<p>Cori Power  cori.power@cityofdenton.com  Purchasing Supervisor  City of Denton  Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:    5F1FE1863F7B4FE...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 198.49.140.10</p>	<p>Sent: 4/15/2026 12:05:03 PM  Viewed: 4/15/2026 2:40:46 PM  Signed: 4/15/2026 2:40:54 PM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>

Carbon Copy Events	Status	Timestamp
<p>Cheyenne Defee  cheyenne.defee@cityofdenton.com  Procurement Administration Supervisor  City of Denton  Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/15/2026 2:40:56 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		

<p>Zoro Gomez  zoro.gomez@cityofdenton.com  Construction  Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/15/2026 2:40:57 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 3/27/2026 2:30:28 PM  ID: d2003aad-faf1-417a-845d-6fd51c27fa11</p>		

Witness Events	Signature	Timestamp
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	4/13/2026 4:02:31 PM
Certified Delivered	Security Checked	4/15/2026 2:40:46 PM
Signing Complete	Security Checked	4/15/2026 2:40:54 PM
Completed	Security Checked	4/15/2026 2:40:57 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

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**Required hardware and software**

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

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

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