

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR THE DESIGN OF WESTERN BOULEVARD FROM US 380 TO JIM CRISTAL ROAD AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8377-012 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO HDR ENGINEERING, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$588,451.00).

WHEREAS, on February 20, 2024, the City Council approved a pre-qualified professional services list of state certified Transportation Engineers for various improvements and public safety-related projects within the City of Denton (Ordinance 24-276), and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

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

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

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

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

The motion to approve this ordinance was made by _____ and seconded by _____ . This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

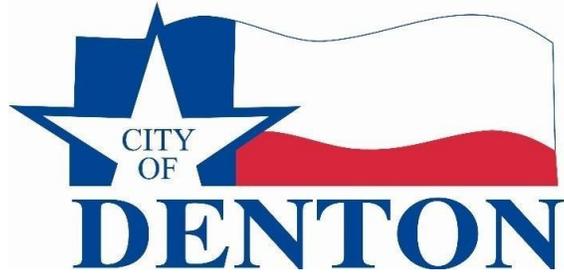
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



DocuSign City Council Transmittal Coversheet

PSA	8377-012
File Name	Western Blvd- Design
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and HDR Engineering, Inc., with its corporate office at 17111 Preston Road, Suite 300 Dallas, TX 75248 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Western Boulevard Design (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 \$588,451.00 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 A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

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

SECTION 4

Obligations of the Engineer

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

C. Subsurface Investigations

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

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

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

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

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

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

G. Construction Progress Payments

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

H. Record Drawings

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

I. Right to Audit

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

J. INSURANCE

(1) ENGINEER'S INSURANCE

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

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

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

(2) GENERAL INSURANCE REQUIREMENTS

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

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

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

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

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

SECTION 5 **Obligations of the City**

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

F. Asbestos or Hazardous Substances Release.

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

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

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

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

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

I. CITY's Insurance

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

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

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

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

L. Prohibition on Contracts with Companies Boycotting Israel

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

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

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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

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

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

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

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

Q. Prohibition Against Personal Interest in Contracts

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

R. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract

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

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

The contractor shall:

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

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

S. Agreement Documents

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

Attachment A - Scope of Services

Attachment B - Compensation

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

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

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

BY:
CITY OF DENTON, TEXAS

Sara Hensley, City Manager

BY:
ENGINEER
HDR Engineering, Inc.

Signed by:
Lucas Bathurst Vice President

Authorized Agent, Title

Full Name: Lucas Bathurst

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

Signed by:
Charlie Rosendahl

Signature

Interim Director

Title

Development Services

Department

2/5/2026

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
BY: Leah Bush

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ATTACHMENT A
SCOPE OF SERVICES

**CITY OF DENTON-ENVIRONMENTAL, GEOTECHNICAL, SURVEY, SUE,
RECONSTRUCTION AND WIDENING PLANS, AND SPECIFICATIONS FOR
WESTERN BLVD FROM JIM CHRISTAL ROAD TO US 380**

SCOPE ASSUMPTIONS:

1. No additional right-of-way (ROW) will be required
2. Categorical Exclusion (CE) is appropriate level of environmental documentation.
3. No cross-drainage structures analysis or improvements are required.
4. Utility relocations will be evaluated and coordinated as required.
5. A geotechnical investigation and test holes will be required for pavement design, standard City of Denton pavement details will be used.
6. No retaining walls will be required.
7. No modifications to access driveways or incorporation of new driveways during design is assumed.

It should be noted that this Scope of Services has been prepared prior to formal approval of a Scope of Work approved by the City of Denton/TxDOT. The budget suggested herein will be adjusted if necessary upon receipt of an approved Scope of Work from the City. A written notification of such changes will be provided.

A. ENVIRONMENTAL

1. ENVIRONMENTAL SERVICES.

The ENGINEER will provide environmental services for the CITY to obtain agreements and/or permits normally required for a project of this size and type as follows. The State will determine what technical reports and documentation will be necessary for the project due to federal funding. Technical reports and documentation must be prepared for the State with detail and clarity to support environmental determination(s). Technical reports shall be compliant with TxDOT Environmental Compliance Toolkits. The environmental document will reference the technical reports.

1.1 Technical Reports and Environmental Documentation

The ENGINEER shall develop the required potential technical analyses and reports required for documentation including:

- a. WPD screens
- b. Species Analysis
- c. Surface Waters Analysis Form

d. Historic Project Coordination Request

e. Archeological Background Study

f. Hazardous Material Initial Site Assessment

Assumptions:

Since the project does not require ROW or displacements, a Community Impacts Assessment and Public Involvement activities are not required.

B. GEOTECHNICAL SERVICES

1. FIELD STUDY

Field study will include the following programs:

- A limited visual survey of pavement distress,
- Coring of pavement sections,
- Performing dynamic cone penetration tests at selected locations, and
- Drilling and sampling of subgrade soils.

The scope of the visual distress survey will be limited to describing the pavement surface distress observed along the subject street segment. Therefore, calculating the pavement condition index (PCI) or determining the root causes of the distress is beyond the scope of these services.

The subsurface conditions will be explored by drilling and sampling eight borings, spaced at approximately 500 ft. The borings will be drilled to a maximum depth of 10 ft. below the bottom of the existing pavement structure or auger refusal, whichever occurs first.

It is assumed the City will provide the necessary right-of-way permits required to perform field exploration within City's right-of-way. A temporary traffic control plan will be implemented to secure the workplace while minimizing the disruption to traffic.

The necessary State One-Call (DIGTESS) notifications will be performed prior to the fieldwork. Locating private utility lines on the project site is not part of the scope of DIGTESS or this scope. The SUE subconsultant shall mark all private utility lines before the commencement of drilling. Geotechnical subconsultant will locate the borings outside utility conflicts, provided the SUE subconsultant submits documentation of existing utility locations. Reasonable precautions will be taken to prevent property damage; however, the Geotechnical subconsultant cannot be responsible for tire rutting or damage to landscaping or utilities not previously located or improperly located.

4-in. diameter pavement core will be retrieved along the alignment at four locations. The

thickness of the pavement cores will be measured to the nearest ¼ inch.

A dynamic cone penetrometer (DCP) test will be performed at four locations to a maximum depth of 3 feet. The purpose of this test is to estimate the in-situ California Bearing Ratio (CBR) of the subgrade soils.

It is assumed the borings will be advanced utilizing a truck-mounted drilling rig. The borings will be drilled to their targeted completion depths below the existing ground surface elevation. Soils will be sampled continuously to 10 feet. Soil samples will be taken using conventional (split-spoon and/or tube) sampling techniques.

Water levels in the borings will be recorded during and upon completion of drilling. The borings will be backfilled utilizing auger cuttings generated during the drilling.

Portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification. Samples will be retained in our laboratory for 30 days after submitting the final report

2. LABORATORY STUDY

Upon completion of the subsurface exploration, a testing program will be designed to aid in the classification and assess the shrink/swell and strength characteristics of the subsurface strata. The testing program is anticipated to include the following tests. However, the actual number and types of tests will be determined after the completion of our field study.

- moisture content,
- Atterberg limits,
- grain size analysis,
- lime series or cement series test,
- soluble sulfate content, and
- standard proctor.

The tests will be performed in general accordance with applicable ASTM standards.

3. ENGINEERING ANALYSIS AND REPORT

The field and laboratory phases of the study will be reviewed. The findings of the review will be used to develop engineering recommendations for the project. Findings and recommendations will be presented in a geotechnical engineering report. The report may include the following, if applicable:

- Boring logs and a summary of field exploration
- Laboratory test results
- Subsurface conditions, including:

- a brief description of the pavement distresses
- pavement thickness
- stratigraphy
- groundwater readings
- Results of DCP test and design values for subgrade.
- Pavement recommendations, including:
 - subgrade preparation, including thickness and percentage of lime or cement
 - pavement section thickness for rigid pavement
- Earthwork and site drainage, including:
 - site drainage
 - site preparation
 - select fill material criteria
 - fill placement compaction

The final report will be submitted in PDF format.

C. TOPOGRAPHIC MAPPING/DESIGN SURVEYS

The Surveyor shall utilize Aerial Photography and Aerial Light Detection and Ranging (LiDAR) services, as well as ground-based GPS data collection, conventional and terrestrial scanning methods, to produce Planimetry and a Digital Terrain Model (DTM) with one (1) foot contours. Work shall be performed on City and/or State Plane Coordinate System NAD 83 (2011), GEOID 12B, and adjusted to the Denton County Surface Adjustment Factor (SAF) of 1.00015063.

4. PRIMARY CONTROL

The Surveyor will establish horizontal control for the project by means of GPS RTK positioning. Horizontal control will be based on the Texas State Plane Coordinate System, NAD-83(2011), North Central Zone (4202), and referenced to the City of Denton GPS Control Network utilizing a surface adjustment factor of 1.000150630. The Surveyor will establish vertical control for the project by means of differential leveling. Vertical control will be based on City of Denton vertical data.

Deliverables: The Surveyor shall provide a 3D MicroStation, ASCII files of surface coordinates, two (2) sets of signed and sealed 11"x17" control data sheets. The Surveyor shall also produce an 11"x17" Survey Control Index Sheet showing the overall project site and the locations of the primary survey control set throughout the limits of the project. One copy of the deliverables in electronic format on external digital media is required.

5. SECONDARY CONTROL

The Surveyor shall set additional secondary control, as necessary, to perform topographic mapping and Right of Way mapping utilizing the current TXDOT GPS Positioning Specifications for a Level 3 Survey. Control Data Sheets will not be prepared for any control monuments located under this task.

Deliverables: The Surveyor shall provide a 3D MicroStation file, ASCII files of surface coordinates, and photos of each primary control point in digital format. One copy of the deliverables in electronic format on external digital media is required.

6. AERIAL MAPPING

The Surveyor shall acquire Aerial Photography for Planimetry and LiDAR point cloud data. The photography shall be obtained under clear skies with the absence of environmental factors which may obscure conditions such as haze, smoke, dust, snow, floodwaters etc. Photos shall be obtained at a sun angle no less than 30 degrees sun up. Digital Orthophotos shall be produced at a 0.25-foot pixel resolution. The Surveyor shall electronically tone, balance and digitally rectify and mosaic the aerial images into a seamless dataset. The mosaic images shall be cut into tiles that match the LiDAR and ground-based survey. The Surveyor shall convert the aerial photography to JPEG format.

Deliverables: The Surveyor will provide a high-resolution orthophoto image referenced to the project coordinate system, along with a down-sampled CAD-friendly orthoimage in georeferenced JPEG format. One copy of the deliverables in electronic format on external digital media is required.

7. GROUND TRUTHING

The Surveyor shall provide ground truthing points throughout the project. Sixty percent of ground truthing points shall be collected on hard or roadway surfaces, with the remaining forty percent collected on either natural ground surfaces or hard surfaces.

Deliverables: The Surveyor shall provide a CSV file to the Aerial Mapper for inclusion in QA/QC process of the Aerial Mapping/LiDAR product.

8. DRAINAGE AND CREEK CROSS SECTIONS

The Surveyor shall tie drainage outfalls throughout the limits of the apparent ROW, using ground-based GPS data collection and conventional surveying methods, collecting flowlines, headwalls, wing walls, within the limits of the apparent ROW. This shall include culvert types, including bridge class culverts, and driveway culverts within the apparent ROW along Western Blvd. The Surveyor shall note the type, size and length of the structures at each outfall location and provide georeferenced photos of each structure and cross section with field sketches.

Deliverables: The Surveyor shall provide a 3D MicroStation file, ASCII files of surface coordinates, and photos of each drainage structure in digital format. One copy of the

deliverables in electronic format on external digital media is required.

9. AERIAL TOPOGRAPHIC MAPPING

The surveyor shall provide unmanned aerial system (UAS) survey services to capture airborne Lidar on approximately 4,600 linear feet of Western Boulevard, US 380, and Jim Christal Road. Aerial data will be acquired from an altitude appropriate to adequately capture design-grade mapping data, and the imagery and point cloud data will be processed using photogrammetry and point cloud software to develop a digital surface model of the project area.

LiDAR data shall be processed using TxDOT style feature code library to identify ground-based features. Ground feature collection, DTM, Triangulated Irregular Network (TIN), DATA (DAT) files, and 1- foot contours shall be extracted from the LiDAR point cloud data, supplemented with ground- based GPS and Ortho -rectified photography. Aerial processing and feature collection shall include but not be limited to, visible surface utilities including, overhead power lines and associated service poles, drainage structures, text and inscriptions on roadway regulatory signs (excluding text and inscription for advertising signs), mailboxes, driveways, parking areas, building footprints, edge of pavements, creek channels, grade breaks, flow lines, fence lines, ruins, cemeteries, man holes, fire hydrants, and other feature visible and appropriate for 1"= 50' scale mapping. The processed LiDAR data shall be cut into tiles that match the aerial photography and ground-based survey and reduce the file size of the individual tiles to no more than 10mb each.

Deliverables: A Red, Green, and Blue (RGB) point cloud will also be delivered, referenced to the project coordinate system. The processed airborne Lidar point cloud will be classified to bare-earth to support design needs. Deliverables will conform to City of Denton standards and will include a digital file in dgn format containing features and points located in the survey, one-foot interval contours and TIN, a copy of field notes and field drawings, a point file (pnezd) of points located in the survey and a LandXML file. One copy of the deliverables in electronic format on external digital media is required.

10. SUPPLEMENTAL TOPOGRAPHIC SURVEYING

The Surveyor will provide supplemental topographic survey of approximately 4,600 linear feet of Western Boulevard, US 380, and Jim Christal Road as shown on the attached Exhibit "A". The survey will extend to 20 feet outside the existing right-of-way on both sides of Western Boulevard.

Deliverables: The Surveyor shall provide a 3D MicroStation and ASCII files of surface coordinates in digital format. One copy of the deliverables in electronic format on external digital media is required.

11. ROW BASE MAP

The Surveyor shall identify the location of the existing or apparent ROW lines of Western Blvd within +/- 1.0 foot by incorporating and analyzing existing and proposed ROW plans obtained

from various sources, to be combined with an on-the-ground field survey of existing monuments. The information collected shall be used to produce an existing ROW MicroStation base file consisting of points found and calculated, and the associated line work with the included geometry and at break points.

Deliverables: The Surveyor shall provide a 2D and a 3D MicroStation file of the existing ROW in digital format. One copy of the deliverables in electronic format on external digital media is required.

D. SUBSURFACE UTILITY ENGINEERING

The ENGINEER shall perform a Quality Level B subsurface utility engineering (SUE) investigation of the full project limits within the existing and proposed right-of-way of Western Blvd, estimated at up to 11,000 LF of Quality Level B. The ENGINEER shall complete ten (10) Quality Level A test holes as needed at potential utility conflict locations.

Utility Engineering Investigation (Subsurface Utility Engineering) includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-1 38-02 (<http://www.fhwa.dot.gov/programadmin/asce.cfm>)] and Utility Quality Levels.

UTILITY QUALITY LEVELS

Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

1. Quality Level D - Existing Records: Utilities are plotted from review of available existing records- (assume full project limits within the existing and proposed ROW).
2. Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways (assume full project limits within the existing and proposed ROW).
3. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along

existing intersecting roadways.

4. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.

SUBSURFACE UTILITY LOCATE (TEST HOLE) SERVICE (QUALITY LEVEL A)

Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that protects the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.

The ENGINEER shall:

1. Review requested test hole locations and advise the City in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
2. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
3. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
4. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the ENGINEER:
 - a. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - b. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
 - c. Elevation of existing grade over utility at test hole location.
 - d. Horizontal location referenced to project coordinate datum.
 - e. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - f. Utility facility material(s).
 - g. Utility facility condition.
 - h. Pavement thickness and type.
 - i. Coating/Wrapping information and condition.
 - j. Unusual circumstances or field conditions.
5. Excavate test holes in such a manner as to prevent damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate City Office.
6. Be responsible for damage to the utility during the locating process. In the event of damage, the ENGINEER shall stop work, notify the appropriate utility facility owner, the City and appropriate regulatory agencies. The regulatory agencies include, but are not limited to

the Railroad Commission of Texas and the Texas Commission on Environmental Quality.

The ENGINEER shall not resume work until the utility facility owner has determined the corrective action to be taken. The ENGINEER shall be liable for costs involved in the repair or replacement of the utility facility.

7. Back fill excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The ENGINEER shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
8. Furnish and install a permanent above ground marker (as specified by the City, directly above center line of the utility facility).
9. Provide restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the ENGINEER shall return to correct the condition at no extra charge to the City.
10. Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible ENGINEER. This information shall be provided in the latest version of MicroStation format used by the City. The electronic file will be delivered on C.D or DVD. When requested by the City, the Locate information must be over laid on the City's design plans.
11. Return plans, profiles, and test hole data sheets to the City. If requested, conduct a review of the findings with the City.
12. Close-out permits as required.

Deliverables:

The ENGINEER shall provide to the following deliverables for the appropriate assigned task:

- Field and CADD base mapping, in Microstation 2D format, for SUE level investigations with facilities noted including applicable level of SUE performed, date services performed, type and size of facility, and ownership data of the facility.
- PDF of SUE Level A Test Hole Data sheets.
- Utility Layout Sheets are not included in this scope

E. PLANS SPECIFICATIONS AND ESTIMATE (PS&E)

This scope of services is submitted to prepare final design plans for improvements of Western Blvd from Jim Christal Road to US 380 located in Denton, Texas. The improvements requested by the City are:

- Proposed Southbound roadway (45 mph design) reconstruction and widening to include an additional inside lane to a total of 4 lanes. Roadway will include curbs, concrete pavement, sidewalks and shared use paths.
- Closed storm drains will be checked and analyzed to accommodate the applicable design event.

- Proposed signal improvements will be included at the intersection of Western Blvd and US 380.
- No Landscaping or Hardscape elements are assumed. Also assumes no environmental mitigation work will be required.
- Continuous lighting using City of Denton provided details are assumed.

Submittals.

1. Prepare Interim set of plans (30% Submittal), quantity estimates, and cost estimates for the proposed improvements. Plans will include:

- Typical sections
- Removal plans
- Paving plans
- Cross sections
- Applicable standard details

The plans will be prepared according to City of Denton standards. Submit one electronic set of plans to the City for review. Meet with the City to discuss draft submittal comments.

One (1) meeting is assumed for budget purposes.

2. Prepare Interim set of plans (60% Submittal), quantity estimates, and cost estimates for the proposed improvements. Plans will include:

- Typical sections
- Removal plans
- Paving plans
- Intersection plans
- Drainage systems plans without details
- Traffic Control plans
- Signal Plans without details
- Illumination plans without details
- Pavement Markings and Signs plans without details
- Cross sections
- Applicable standard details
- Table of contents for Spec Book
- Utility Conflict Matrix

The plans will be prepared according to City of Denton standards. Submit one electronic set of plans to the City for review. Meet with the City to discuss draft submittal comments.

One (1) meeting is assumed for budget purposes.

3. Prepare Pre-Final set of plans (90% Submittal), quantity estimates, and cost estimates for the proposed improvements. Plans will include:

- General notes
- Typical sections
- Removal plans
- Paving plans
- Drainage systems plans & details
- Traffic Control & Erosion Control plans
- Signal Plans & details
- Illumination plans & details
- Pavement Markings and Signs & details
- Cross sections
- Applicable standard details
- Full draft spec book
- Utility Conflict Matrix

The plans will be prepared according to City of Denton standards. Submit one electronic set of plans to the City for review. Meet with the City to discuss draft submittal comments. One (1) meeting is assumed for budget purposes.

4. Prepare final set of plans (100% Signed/Sealed Submittal) that addresses comments from the City. The final submittal will include one electronic copy. Final Spec book.

Roadway Design. The ENGINEER shall prepare roadway plans, profiles and typical sections for the proposed improvements.

- The plans will include a plan and profile of Western Blvd, intersection layouts and include drainage structures, sidewalks, geometrics, driveways, median, signalization, and transitions to existing roadway.
- The ENGINEER shall prepare typical sections for proposed and existing roadways and structures. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, curb offsets, walls, and ROW.
- The ENGINEER shall prepare removal plans.
- The ENGINEER shall perform the pavement design to meet the City's design requirements.
- The ENGINEER shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 50 feet intervals. Cross sections and quantities must include existing pavement removals.

Storm Drains. The ENGINEER shall provide the following services:

- Analyze existing storm drains using software as approved by the City.
- Analyze and check inlets, laterals, trunk line and outfall. Develop designs that reduces interference with the passage of traffic or incur damage to the highway and local property in accordance with the Project's Design Criteria.
- Analyze and check hydraulic grade line starting at the outfall channel for each storm drain design. Use the design water surface elevation of the outfall as the starting basis (tailwater) for the design of the proposed storm sewer system.
- Calculate manhole headlosses. Analyze manhole head losses as per FHWA's HEC-22.
- Limit discharge into existing storm drains and existing outfalls to the capacity of the existing system, which will be determined by the ENGINEER. Evaluate alternate flow routes or detention, if necessary, to relieve system overload. Determine the amount of the total detention storage to control storm drain runoff for the design frequency based on hydrograph routing for the full range of frequencies (50%, 20%, 10%, 4%, 2%, 1%, and 0.2% AEP), as well as a rough estimate of the available on-site volume. When oversized storm drains are used for detention, the ENGINEER shall evaluate the hydraulic gradeline throughout the whole system, within project limits, for the design frequency or frequencies. The ENGINEER shall coordinate with the City proposed changes to the detention systems. The City will assess the effects of such changes on the comprehensive drainage studies.
- Analyze areas requiring trench protection, excavation, shoring, and de-watering.

PS&E Development for Drainage. The ENGINEER shall provide the following services:

- Include the following sheets and documents, as appropriate:
 - Storm Drain Plan/Profile Sheets
 - Drainage Calculation Sheets
- If applicable, prepare plan and profile sheets for storm drain systems and outfall ditches.

- Select necessary standard details for items such as inlets, manholes, junction boxes and end treatments.
- Prepare details for non-standard inlets, manholes and junction boxes.
- Identify pipe strength requirements
- Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts.
- Consider pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.
- Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.

Traffic Control. TCP plans will not be included, a general note will be added the Contractor to submit signed and sealed TCP & Detour plans prior to construction for City approval.

Signing Design. The ENGINEER shall prepare drawings, specifications, and details for signs.

The ENGINEER shall:

- Prepare summary of small signs to be removed, relocated, or replaced.
- Illustrate and number the proposed signs on plan sheets.
- Sign details for non-standard small signs
- Select each sign foundation.

Pavement Marking. The ENGINEER shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The ENGINEER shall select Pavement markings from the latest City details and standards.

Signal Design. Signal design will involve the following tasks to prepare signal plans for the Western Blvd/US 380 intersection.

- The City will provide traffic counts and turning movement counts to be collected for 24 hours for the approaches at the intersections of Western Blvd and US 380.
- The Engineer shall prepare signal plans to include signal pole and head location/details, and pedestrian pole locations and details. The plans will be prepared according to City of Denton standards, then TxDOT standards.
- Temporary signals are assumed.
- No ROW acquisition is assumed as part of this scope.
- 2 pedestrian Ramp updates are assumed as part of the scope.

Based on the information obtained from the City, proposed signal at the intersection of Western Blvd and Jim Christal Rd will be done by Others. This scope of services does not include design for signaling at this location.

Illumination Design. The ENGINEER shall include continuous lighting plans for the project from Jim Christal Rd to US 380. The ENGINEER shall provide a preliminary layout as part of the 60% submittal. The ENGINEER shall prepare circuit wiring diagrams showing the number of luminaries on each circuit, electrical conductors, length of runs, service pole assemblies. A photometric analysis will be performed and included in the 90% and Final submittals.

Storm Water Pollution Prevention Plans (SW3P). The ENGINEER shall develop SW3P, on

separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P must include text describing the plan, quantities, type, phase and locations of erosion control devices and required permanent erosion control.

Utility Coordination. The ENGINEER shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the CITY to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

Utility Engineering includes the identification of utility conflicts, coordination, compliance with the CITY Standards, and resolution of utility conflicts. The ENGINEER shall coordinate all activities with the CITY, or the CITY's designee, to facilitate the orderly progress and timely completion of the CITY's design phase.

Project Management and Coordination. The ENGINEER shall coordinate subconsultant's activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports. The ENGINEER shall submit a monthly written progress report to the City's Project Manager regardless of whether the ENGINEER is invoicing for that month. The ENGINEER's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a per cent complete by task.

The ENGINEER shall prepare a design time schedule and an estimated construction contract time schedule, the schedules shall indicate tasks, subtasks, critical dates, milestones, deliverables and review requirements in a format that depicts the interdependence of the various items. The ENGINEER shall schedule milestone submittals at 60%, 90% and final project completion phases.

The ENGINEER, in association with the City's Project Manager shall be responsible for directing and coordinating activities associated with the project to comply with City policies and procedures, and to deliver that work on time.

The ENGINEER shall:

- Prepare monthly written progress reports for each project.
- Develop and maintain a detailed project schedule to track project progress.
- Meet with the City virtually bimonthly to review project progress.
- Prepare, distribute, and file both written and electronic correspondence.
- Prepare and distribute meeting minutes.
- Document phone calls and conference calls as required during the project to coordinate the work for various team members.

F. BID PHASE SERVICES & DOCUMENT PREPARATION

The ENGINEER shall provide bid phase services on an hourly basis, with a Not to Exceed amount.

- Prepare document bid book and prepare item descriptions according to city of Denton standard item descriptions.
- Assist the City staff in advertising for bids.
- Submit one half size (11"x17") set of final blackline prints to the City of Denton. Submit a bid set of plans and bid manual in PDF format.
- Assist City by responding to questions and interpreting bid documents.
- Prepare and provide the City with addenda to bid documents as necessary.
- Provide bid tabulation (Excel) to the City of Denton within four working days of the bid opening.
- Evaluate the low and second low bidders. The review and evaluation will include such factors as work previously completed, equipment that is available for the work, publicly available financial resources, technical experience, and responses from references. Prepare a letter of recommendation to the City of Denton for awarding a contract to the lowest responsible bidder within four working days of the bid opening.
- Assist City staff in a pre-construction conference.

G. CONSTRUCTION PHASE SERVICES

The ENGINEER shall provide construction phase services on an hourly basis, with a Not to Exceed amount.

- Provide one site visit by the design engineer with a written inspection report submitted to the City for each visit related to potential change orders or revisions required to the plans.
- Provide written responses to requests for information or clarifications. Up ten (10) RFI's are assumed.
- Review and provide written responses to Shop Drawing submittals. Up to five (5) submittals are assumed.
- Assist the City staff in conducting the final inspection.
- Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City containing scanned images of the 11" x 17" final 'as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date)
- Prepare record drawings based on comments and field changes completed by the City or others delegated to do so. The ENGINEER will not be providing resident engineering services and will not be observing on a full- time basis and will therefore not seal the record drawings. The record drawings will be provided as digital 11"x17" PDF.

H. ITEMS TO BE PROVIDED BY THE CITY

Right-of-Way Data and Utility

- Provide available existing right of way plans for the proposed project location.
- Conduct all right-of-way appraisals and acquisitions, if applicable.
- If available, Subsurface Utility Engineering (SUE) data and utility ownership/facility data; and Planimetric layouts and related information.

Design Surveys and Construction Surveys

- Provide survey control points such as horizontal control points, benchmark elevations and

descriptions for vertical control, and listing of horizontal alignment coordinates for baseline control only, if available.

- Provide aerial photographs (contact prints) of the proposed project area, if available.
- Furnish a Digital Terrain Model (DTM) file to generate Cross Sections and contours, if available.

Roadway Design Controls

- Provide applicable Preliminary Design Concept Conference notes, project corridor schematic layout and Plans, Specifications and Estimate (PS&E) package checklists for use by the Engineer.
- Provide As-built plans of the existing project facilities, if available.

Drainage

- Provide existing hydraulic and hydrologic studies associated with the project and project area if available.
- Provide data, if available, including "as-built plans", existing cross sections, existing channel and drainage easement data.

Roadway

- Provide example estimates, CITY general notes and standards, sample specification lists and related hard copy documentation for the ENGINEER'S use in preparing the preliminary estimate, general notes and specifications.
- Provide a maximum project cost to be used in the preparation of the preliminary

design.

- Furnish tabulation of current applicable bid process, if applicable.
- Negotiate with each project utility company for relocation agreements or required relocation as applicable.

Project Management and Administration

- Review, approve and update Project Design Criteria.
- Prompt Review of Deliverables.
- Provide copies of preferred CITY Details to be used.
- Provide copies of preferred CITY Standards to be used.
- Provide copy of City Specifications

Additional Responsibilities

- Provide design criteria for roadway, structures, drainage, and hydraulics.
- Interface with local, regional, State and Federal agencies or other entities on behalf of ENGINEER
- Coordinate and notify in writing with Emergency Medical Services (EMS), school system, United State (U.S.) Mail, etc. for detour routes and roadway closures. Upon request by the State, the Engineer shall prepare the necessary exhibits.
- Provide the ENGINEER with timely reviews and decisions to enable the Engineer to maintain

the project schedule as approved by the CITY.

- Provide paper prints or electronic copies of design files containing, for example, a sample title sheet, plan profile sheet, plan sheet, sheet quantities and storm water pollution prevention plan (SWP3) sheet, if available and applicable.
- Provide milestone guidelines as applicable to the CITY the work is being performed.
- Secure required permits and agreements, will require TxDOT coordination.
- Coordinate and execute any utility agreements between the City and utility owner as required for utility relocations caused by the proposed project improvements.

I. FEE STRUCTURE

Compensation for the Standard Services as describe in Attachment A for Environmental and PS&E services shall be Lump Sum in the amount of \$391,480 ODE shall be per unit used Not to Exceed \$1,805.

Geotechnical, Survey and SUE will be hourly and at a direct cost on the amount invoiced to HDR Not to Exceed \$118,266.00. Bid Phase and Construction Phase Services will be on an hourly basis with a Not to Exceed limit of \$76,900. Invoices will be sent monthly based on the percent of the level of effort completed. The maximum total fee for the Services shall not exceed \$588,451 without prior written authorization from the CITY.

HOURLY BILLABLE RATES BY POSITION

PRIME - HDR, INC.

<i>Position</i>	<i>Hourly Rate</i>
Director	\$325.00
Principal/Vice President	\$300.00
Project Manager	\$250.00
QC Manager	\$225.00
Senior Bridge Engineer	\$270.00
Senior Hydraulic Engineer	\$230.00
Senior Traffic Engineer	\$200.00
Transportation Planner	\$200.00
Senior Engineer	\$175.00
Public Involvement Specialist	\$150.00
Senior Environmental Scientist	\$150.00
Environmental Scientist	\$100.00
ROW Acquisition Agent	\$135.00
EIT	\$125.00
CAD/ENGR Tech	\$100.00
Senior CADD Operator	\$175.00
Clerical / Administrative	\$90.00
Field Supervisor	\$140.00

ATTACHMENT B
 City of Denton - Western Blvd
 Manhour/Fee Estimate - HDR

TASK	DESCRIPTION	Director	Principal/Vice President	Project Manager	QC Manager	Senior Bridge Engineer	Senior Hydraulic Engineer	Senior Traffic Engineer	Transportation Planner	Senior Engineer	Senior Environmental Scientist	Public Involvement Specialist	Environmental Scientist	Field Supervisor	ROW Acquisition Agent	EIT	Senior CADD Operator	CAD/ENGR Tech	Clerical/Administrative	Total Hours	Fee
		\$325.00	\$300.00	\$250.00	\$225.00	\$270.00	\$230.00	\$200.00	\$200.00	\$175.00	\$150.00	\$150.00	\$100.00	\$140.00	\$135.00	\$125.00	\$175.00	\$100.00	\$90.00		
A.	ENVIRONMENTAL (Lump Sum)																				
	WPD Scoping Screens										4		10							14	\$1,600.00
	Species Analysis										4		16			8				28	\$3,200.00
	Surface Waters Analysis Form										4		8			4				16	\$1,900.00
	Historic Project Coordination Request										8		40			8				56	\$6,200.00
	Archeological Background Study										10		40			8				58	\$6,500.00
	Hazardous Materials Initial Site Assessment			4							12		40			6			2	64	\$7,730.00
	Subtotal	0	0	4	0	0	0	0	0	0	42	0	154	0	0	34	0	2	236	\$27,130.00	
B.	GEO TECHNICAL (Hourly/NTE)																				
	Engineering and Report			4												48		2	1	55	\$7,290.00
	Subtotal	0	0	4	0	0	0	0	0	0	0	0	0	0	0	48	0	2	1	55	\$7,290.00
C.	TOPOGRAPHIC S MAPPING/DESIGN SURVEYS (Hourly/NTE)																				
	Survey Control																				\$5,628.00
	Aerial LiDAR & Supplemental Topographic Survey																				\$35,874.00
	Boundary Survey																				\$7,835.00
	Subtotal																				\$49,337.00
D.	SUBSURFACE UTILITY ENGINEERING (Hourly/NTE)																				
	Project Administration (Coord/Invoicing, Etc.)	2		4				2											8	16	\$2,770.00
	QL-D Records Research			1	1			2								8				12	\$1,875.00
	Utility Base Map & SUE Reconciliation			3	1			6						4		8	22			44	\$7,585.00
	Utility Sheets (6 total)							2								8	12			22	\$3,500.00
	QA/QC			1	2			2								1				6	\$1,225.00
	Subtotal	2	0	9	4	0	0	14	0	0	0	0	0	4	0	25	34	0	8	100	\$16,955.00
E.	PLANS SPECIFICATION AND ESTIMATE (PS&E) (Lump Sum)																				
	Project Management		14	126						32						16			20	208	\$45,100.00
	Roadway Design		8	18	72					106						324		216		744	\$103,750.00
	Storm Drains		4	8	14		20									108		72		226	\$31,650.00
	Signing & Pavement Markings		4	8	16					20						80		60		188	\$26,300.00
	Permemant Signal Design (1 signal)		2	4	8			36		18						108		36		212	\$30,850.00
	Temporary Signal Design (1 signal)		2	2	4			18		9						36		18		89	\$13,475.00
	Illumination (From Jim Christal Rd to US 380)		2	6	8			36		27						108		72		259	\$36,525.00
	Photometric analysis				4					16						32		4		56	\$8,100.00
	SW3P		2	4	8					20						48		24		106	\$15,300.00
	TxDOT Coordination		4	8				8		12										32	\$6,900.00
	Utility Coordination and Engineering			8	4					16						300		32		360	\$46,400.00
	Subtotal	0	42	192	138	0	20	98	0	276	0	0	0	0	0	1160	0	534	20	2480	\$364,350.00
F.	BID PHASE SERVICES (Hourly/NTE)																				
	Prepare Bid Book			4	4					36						24		12		80	\$12,400.00
	Assist City Staff in Advertising for Bids									24						16				40	\$6,200.00
	Submit 11"x17" Final Blacking Prints			2	2					4						8		16		32	\$4,250.00
	Respond to Contractor Questions			2						24						8				34	\$5,700.00
	Prepare Plans Addenda			2	2					8						16		8		36	\$5,150.00
	Prepare Bid Tabulation			2	2					4						8				16	\$2,650.00

Evaluate Low Bidders/Prepare Low Bidder Letter of Recommendation			2						10						8			20	\$3,250.00	
Attend Pre-Construction Conference			4						4									8	\$1,700.00	
Subtotal	0	0	18	10	0	0	0	0	114	0	0	0	0	0	88	0	36	0	266	\$41,300.00
G. CONSTRUCTION PHASE SERVICES (Hourly/NTE)																				
Site Observations (2 total)									8						8				16	\$2,400.00
Respond to RFIs (10 total)			4	4					32						24		16		80	\$12,100.00
Review Shop Drawing Submittals (5 total)									16						4				20	\$3,300.00
Final Walk Through			4						4						4				12	\$2,200.00
Prepare Record As-Built Drawings			4	8					16						32		60		120	\$15,600.00
Subtotal	0	0	12	12	0	0	0	0	76	0	0	0	0	0	72	0	76	0	248	\$35,600.00
SUBTOTAL																				\$541,962.00

ODE (Per Unit/NTE)						
	Direct Cost	Contract Rate	Unit	Quantity	Amount	
Other Direct Expenses	Mileage	\$0.70	Mile	400	\$280.00	
	Photocopies B/W (11"x17")	\$0.25	Sheet	1000	\$250.00	
	Photocopies B/W (8 1/2" x11")	\$0.15	Sheet	1000	\$150.00	
	Photocopies Color (11"x17")	\$1.25	Sheet	500	\$625.00	
	Photocopies Color (8 1/2" x11")	\$1.00	Sheet	500	\$500.00	
	ODE Total					\$1,805.00
	SUBSURFACE UTILITY ENGINEERING (Direct Cost/NTE)					
SUE (Q-L-A)	0 feet to 4 feet	\$1,200.00	Each	4	\$4,800.00	
	4 feet to 8 feet	\$1,450.00	Each	4	\$5,800.00	
	8 feet to 12 feet	\$1,750.00	Each	2	\$3,500.00	
	> 12 feet	\$165.00	VF	0	\$0.00	
SUE (Q-L-A) Subtotal					\$14,100.00	
SUE (Q-L-B/C)	Two (2) Designating Person w/	\$245.00	Hour	60	\$14,700.00	
	SUE (Q-L-B/C) Subtotal				\$14,700.00	
SUE ODE	Mileage	\$0.70	Mile	1000	\$700.00	
	Traffic Control Services (as needed)	\$1,800.00	Day	1	\$1,800.00	
	Pavement Removal/Restoration (as needed)	\$300.00	Each	0	\$0.00	
	Mobilization/De-mobilization of Vac Truck	\$6.00	Mile	200	\$1,200.00	
	Permits	\$250.00	Each	0	\$0.00	
	SUE ODE Subtotal					\$3,700.00
	SUE Total					\$32,500.00
GEOTECHNICAL ENGINEERING (Direct Cost/NTE)						
Field Exploration	Mobilization	\$413.75	Each	1	\$413.75	
	Soil Drilling 0 FT to 25 FT	\$18.75	Feet	80	\$1,500.00	
	Shelby tube sampling	\$29.50	Each	40	\$1,180.00	
	Concrete coring - trip charge	\$153.50	Each	1	\$153.50	
	Concrete coring - equipment charge	\$88.50	Hour	3	\$265.50	
	Concrete coring - 4 IN core	\$6.25	Inch	40	\$250.00	
	Repair core location	\$39.75	Each	4	\$159.00	
	Outside services - traffic control	\$2,000.00	Cost + 10%	1.1	\$2,200.00	
	Outside services - right of way permit	\$500.00	Cost + 10%	1.1	\$550.00	
	Support truck	\$118.75	Day	3	\$356.25	
	Field Exploration Subtotal					\$7,028.00
	Laboratory Tests	Moisture Content	\$23.50	Each	16	\$376.00
		Atterberg Limits	\$100.50	Each	16	\$1,608.00
Minus No. 200 Sieve		\$56.75	Each	8	\$454.00	
Soluble Sulfate Content		\$76.75	Each	2	\$153.50	
Lime or Cement Series		\$266.00	Each	2	\$532.00	
Standard Proctor		\$307.25	Each	2	\$614.50	
PVR (Tex 124-E)		\$177.25	Each	8	\$1,418.00	
Laboratory Tests Subtotal						\$5,156.00
GEOTECH Subtotal					\$12,184.00	
SUBTOTAL					\$46,489.00	

TOTAL **\$588,451.00**

CONFLICT OF INTEREST QUESTIONNAIRE -

FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

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

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

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

HDR Engineering, Inc.

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

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

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

N/A

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4 I have no Conflict of Interest to disclose.

5 Signed by:
Lucas Bathurst

2/4/2026

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: D1D0A835-07D8-4B2D-A9E9-117AADA1852C
 Subject: Please DocuSign: City Council Contract 8377-0122 Western-Blvd Design
 Source Envelope:
 Document Pages: 39
 Certificate Pages: 6
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent
 Envelope Originator:
 Gabby Leeper
 901B Texas Street
 Denton, TX 76209
 Gabby.Leeper@cityofdenton.com
 IP Address: 198.49.140.10

Record Tracking

Status: Original
 2/3/2026 10:10:05 AM
 Holder: Gabby Leeper
 Gabby.Leeper@cityofdenton.com
 Location: DocuSign

Signer Events

Gabby Leeper
 Gabby.Leeper@cityofdenton.com
 Senior Buyer
 City of Denton
 Security Level: Email, Account Authentication
 (None)

Signature

Completed
 Using IP Address: 198.49.140.10

Timestamp

Sent: 2/3/2026 10:35:43 AM
 Viewed: 2/3/2026 10:36:30 AM
 Signed: 2/3/2026 10:37:35 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell
 lori.hewell@cityofdenton.com
 Purchasing Manager
 City of Denton
 Security Level: Email, Account Authentication
 (None)


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

Sent: 2/3/2026 10:37:37 AM
 Viewed: 2/3/2026 10:48:48 AM
 Signed: 2/3/2026 1:39:18 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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


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

Sent: 2/3/2026 2:25:56 PM
 Viewed: 2/3/2026 3:54:28 PM
 Signed: 2/3/2026 4:56:28 PM

Electronic Record and Signature Disclosure:

Accepted: 2/3/2026 3:54:28 PM
 ID: 276bf93f-6c75-4fa4-87a4-a379c1d3fc87

Lucas Bathurst
 luke.bathurst@hdrinc.com
 Vice President
 Security Level: Email, Account Authentication
 (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 163.116.247.73

Sent: 2/3/2026 4:56:31 PM
 Viewed: 2/4/2026 1:15:03 PM
 Signed: 2/4/2026 1:16:04 PM

Electronic Record and Signature Disclosure:

Accepted: 2/4/2026 1:15:03 PM
 ID: 796814fe-db20-4230-9867-0b4d7ea32bd7

Signer Events	Signature	Timestamp
Charlie Rosendahl charlie.rosendahl@cityofdenton.com Interim Director Security Level: Email, Account Authentication (None)	Signed by:  <small>053574243FF941B...</small> Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/4/2026 1:16:07 PM Viewed: 2/5/2026 8:13:38 AM Signed: 2/5/2026 8:14:11 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/5/2026 8:13:38 AM
 ID: 9697e5e5-2bc1-4df3-a2b3-cf47984dfacb

Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	Sent: 2/5/2026 8:14:15 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 2/3/2026 10:37:37 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 2/3/2026 2:26:00 PM
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Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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



Sent: 2/5/2026 8:14:14 AM
Viewed: 2/5/2026 10:38:21 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chandrakanth Muruganandham
Chandrakanth.Muruganandham@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 11/4/2025 12:30:35 PM
ID: 41022d02-7f86-4b56-8538-463adac96792

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/3/2026 10:35:43 AM
Envelope Updated	Security Checked	2/3/2026 11:05:15 AM

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

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