

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SUPPLEMENTAL NO.1 TO THE WATER AND WASTEWATER UTILITY RELOCATION STANDARD UTILITY AGREEMENT (“AGREEMENT”) BY AND BETWEEN THE CITY OF DENTON (“CITY”) AND THE TEXAS DEPARTMENT OF TRANSPORTATION (“TXDOT”), FOR THE REIMBURSEMENT OF DESIGN, PROPERTY ACQUISITION AND RELATED SERVICES, CONSTRUCTION, INSPECTION, PROJECT MANAGEMENT, AND OTHER DIRECT COSTS ASSOCIATED WITH THE ADJUSTMENT, REMOVAL, AND RELOCATION OF CITY FACILITIES OF BOTH WATER AND WASTEWATER UTILITIES ALONG IH-35E FROM US 380/UNIVERSITY TO MILAM ROAD (“UTILITY RELOCATIONS PROJECT” (TXDOT CSJ# 0195-03-087)), WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; PROVIDING FOR THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$13,898,958.57 FOR WATER AND WASTEWATER UTILITY RELOCATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 18, 2023, City Council authorized Ordinance No. 23-1272 for approval and execution of the Standard Utility Agreement for water and wastewater utility relocations on project U00011547 in the amount of \$12,698,742.56; and

WHEREAS, the supplemental No. 1 to the Standard Utility Agreement U00011547 for water and wastewater relocations will increase the reimbursement available to the City by an additional \$1,200,216.01 for all eligible costs associated with the City’s IH-35E Utility Relocation Project from US 380/University to Milam Road for a total reimbursement of \$13,898,958.57; and

WHEREAS, the City Council having considered the importance of the project to the citizens of Denton and finding that it is in the public's health and safety interest, is of the opinion that it should approve the Agreements; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or designee, is authorized to expend funds in the amount of Thirteen Million, Eight Hundred Ninety-Eight Thousand, Nine Hundred Fifty-Eight and 57/100 Dollars (\$13,898,958.57) for the Utility ID No. U00011547.

SECTION 3. The City Manager, or designee, is hereby authorized to execute on behalf of the City, Supplemental No. 1 to the Water and Wastewater Standard Utility Agreements No. U00011547, a copy of which is attached hereto as Exhibits "A" and made a part hereof for all purposes.

SECTION 4. The City Manager, or designee, is further authorized to carry out all obligations and duties of the City as set forth in the Agreement, including but not limited to the expenditure of funds.

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Mayor, Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____


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

CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By:  _____



Standard Utility Agreement Supplemental Agreement No. 1 to U Number N/A Utility ID U000011547

District: Dallas
ROW Project ID: R00002954
ROW CSJ: 0195-03-091
Construction CSJ: 0195-03-087
Proposed Highway Project Letting Date: 9/1/2023

County: Denton
Highway: IH 35
From: US 380
To: US 77

THIS SUPPLEMENTAL AGREEMENT by and between the State of Texas ("**State**") and City of Denton ("**Utility**") shall be effective upon the date of acceptance and execution by and on behalf of the **State**.

WHEREAS, the **State** and **Utility** executed a Standard Utility Agreement on August 2, 2023 concerning the adjustment, relocation, or removal of certain of the **Utility's** facilities;

WHEREAS, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

WHEREAS, due to newly discovered information by the **Utility** deemed sufficient by the **State**, the **State** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

WHEREAS, the statement of work contained in the Standard Utility Agreement shall be supplemented to include the reason the supplemental is needed and the change in cost: costs for material under & over-runs, authorized change orders required for the successful completion, easement cost to include the 3rd party attorney fees for the project and the 3rd party inspection services contract. Buy America Attachment A Items Items 28, 29, 30, and 31 were changed to HDPE which does not need to meet Buy America, Items 35, 36, 37, and 38 are small service items and falls under the small fittings section and have been removed from the Buy America requirement. The incentive payment "Incentive" for timely completion of the Work shall be \$2,000 per day limited to {180} days. The Contractor will earn the Incentive for each Day that the Work is Complete prior to the Contract Time of {300} Calendar Days taking into account any additional time extensions as documented in an approved Change Order. The Completion Date will be the date determined by the City and as stated on the Letter of Final Acceptance issued by the City. Contractor finished 90 days early, by percentage of contract value this agreement is for 55 days of the 90 days, which is more specifically shown in **Utility's** plans, specifications, estimated costs, and schedule, which are attached to this supplemental agreement as Attachment "A."

NOW, THEREFORE, BE IT AGREED:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation, or removal found in Attachment "A."

The estimated cost of the adjustment, relocation, or removal is increased or decreased to a total of \$13,898,958.57, or no change to the Total Cost Estimate. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement, except those specifically included in this document, remain in effect.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

Initial Date
TxDOT

Initial Date
Utility

UTILITY

Utility: City of Denton

By: _____

Title: City Manager

Date: _____

EXECUTION RECOMMENDED:

Director of TP&D (or designee), Dallas District

<p style="text-align: center;">THE STATE OF TEXAS</p> <p>Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.</p> <p>By: _____ District Engineer (or designee)</p> <p>Date: _____</p>

Initial Date
TxDOT

Initial Date
Utility

Attachment "A"

Plans, Specifications, and Estimated Costs

Not Applicable

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

- Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America regulated materials are used during the construction of this project, compliance documentation will be provided.
- There are non-domestic iron and steel materials in this project that fall under the De Minimis equation. Calculations showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.
- We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:

- 1) Form 1818 - Material Statement
- 2) Material Test Reports or Certifications

Initial Date
TxDOT

Initial Date
Utility

Attachment “A” (Continued) Plans, Specifications, and Estimated Costs

Not Applicable

All construction material and manufactured items within the cost estimate that must meet Build America, Buy America (BABA) compliance must be indicated with a double asterisk (**).

This is to acknowledge that the material(s) listed/marked in the cost estimate will be in conformance with the governing specification(s) and that at least the final manufacturing processes and the immediately preceding manufacturing stage for the manufactured and construction material occurred in the United States of America. Alterations to this document by any agency other than the Utility Company/Supplier will void the certification.

Per 2 CFR 184.3, manufactured products means:

(1) *Articles, materials, or supplies that have been:*

(i) *Processed into a specific form and shape; or*

(ii) *Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.*

(2) *If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.*

Per 2 CFR 184.3 and 2 CFR 184.6, construction material includes:

- *Non-ferrous metals*
- *Glass (including optic glass)*
- *Optical fiber*
- *Lumber*
- *Engineered wood*
- *Drywall*
- *Fiber optic cable (including drop cable)*
- *Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)*

Authorized Utility Owner Representative:

Signature

Title

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

City of Denton

Construction: Mountain Cascade (see attached)	
Water	\$6,721,077.00
Wastewater	\$2,916,661.00
Change Orders	\$78,692.00
Project Scheduling Incentive \$2,000 Per Day (Up to 180 Days) \$2,000 x 55 Days	\$110,000
City of Denton Staff Time (see attached)	\$412,436.09
City of Denton Staff 42% Labor Burden	\$173,223.16
Engineering Kimley-Horn and Associates (see attached)	\$766,715.87
Raba Kistner 3 rd Party Inspection	\$262,500
Replacement Easements (see attached)	\$2,325,466.09
3 rd Party Attorney Fees	\$132,187.36
Total	\$13,898,958.57

Utility Adjustment for TxDOT Project

TxDOT STANDARD
SUA ESTIMATE

Comparative Estimate

City of Denton
US 380 to Milam

RCSJ: 0195-03-091
Utility ID#: U00011547
UNUMBER: N/A

ESTIMATE INCLUDING BETTERMENT
 ACTUAL COST
 SUPPLEMENTAL ESTIMATE

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 6 Section 2). Applies to All "EA" or "LS" items

Percent of Difference 9%

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
* Sample Steel item to show (*) indication				\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -

Internally Supplied Materials - documented with Certified Ledger at Payment				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
* Sample Steel item to show (*) indication				\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
OVERHEAD (%)	Enter % if applicable		0.00%	\$ -
SUBTOTAL				\$ -

Externally Acquired Materials - documented with Invoices and/or Checks				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
4" Water Meter, Vault and Appurtenances	EA	1	\$55,000.00	\$ 55,000.00
8" Detector Check, Vault and Appurtenances*	39 EA	1	\$65,000.00	\$ 65,000.00
6" Gate Valve*	40 EA	2	\$4,000.00	\$ 8,000.00
8" Gate Valve*	41 EA	11	\$5,500.00	\$ 60,500.00
12" Gate Valve*	42 EA	26	\$7,500.00	\$ 195,000.00
16" Gate Valve*	43 EA	6	\$19,000.00	\$ 114,000.00
2" Air Release Valve and Vault*	49 EA	3	\$25,000.00	\$ 75,000.00
Fire Hydrant Assembly*	50 EA	17	\$8,500.00	\$ 144,500.00
20" HDPE Water Carrier Pipe	LF	468	\$150.00	\$ 70,200.00
20" HDPE Pressure Pipe, Water	LF	1941	\$250.00	\$ 485,250.00
8" PVC Sanitary Sewer Carrier Pipe	LF	201	\$60.00	\$ 12,060.00
12" PVC Sanitary Sewer Carrier Pipe	LF	252	\$80.00	\$ 20,160.00
6" HDPE Force Main Carrier Pipe	LF	476	\$60.00	\$ 28,560.00
12" HDPE Force Main Carrier Pipe	LF	599	\$80.00	\$ 47,920.00
4' Concrete Manhole*	73 EA	17	\$14,000.00	\$ 238,000.00
4' Drop Concrete Manhole*	74 EA	2	\$20,000.00	\$ 40,000.00
5' Concrete Manhole*	75 EA	3	\$15,000.00	\$ 45,000.00
4' Extra Depth Concrete Manhole*	76 VF	40	\$500.00	\$ 20,000.00
5' Extra Depth Concrete Manhole*	77 VF	29	\$700.00	\$ 20,300.00
6" HDPE Pressure Pipe, Force Main	LF	221	\$280.00	\$ 61,880.00
8" HDPE Pressure Pipe, Force Main	LF	85	\$240.00	\$ 20,400.00
12" HDPE Pressure Pipe, Force Main	LF	144	\$220.00	\$ 31,680.00
8" PVC Gravity Sewer Pipe	LF	1310	\$280.00	\$ 366,800.00
12" PVC Gravity Sewer Pipe	LF	2211	\$240.00	\$ 530,640.00
6" Sewer Service	EA	8	\$2,500.00	\$ 20,000.00
8" HDPE Water Carrier Pipe	LF	217	\$110.00	\$ 23,870.00
12" HDPE Water Carrier Pipe	LF	1523	\$150.00	\$ 228,450.00
6" PVC Water Pressure Pipe	LF	40	\$220.00	\$ 8,800.00
8" PVC Water Pressure Pipe	LF	911	\$340.00	\$ 309,740.00
12" PVC Water Pressure Pipe	LF	6133	\$236.00	\$ 1,447,388.00
Authorized Change Orders				
Sodding (22)	SY	-2861	\$7.00	\$ (20,027.00)
30" Casing by OTOC*	27 LF	10	\$700.00	\$ 7,000.00
8" PVC Pressure Water Pipe	LF	935	\$340.00	\$ 317,900.00
12" PVC Pressure Water Pipe	LF	-804	\$236.00	\$ (189,744.00)
Traffic Control	SY	4	\$15,000.00	\$ 60,000.00
Remove Utility Junction Structure	EA	1	\$25,000.00	\$ 25,000.00
Flexible Paving Repair for Utility Trench	SY	-251	\$140.00	\$ (35,140.00)
Concrete Paving Repair for Utility Trench*	18 SY	-362	\$220.00	\$ (79,640.00)
Sodding (63)	SY	-951	\$7.00	\$ (6,657.00)
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ 4,794,098.00

MATERIALS SUBTOTAL			\$	4,794,098.00
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* Indicated items are being tracked for BUY AMERICA COMPLIANCE and will be documented using Form 1818 and all supporting documentation prior to installation.

X Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of \$2,500, or .1% of the project total cost, whichever is greater. Sum of De Minimus Items \$0.00

TxDOT contractor labor - JOINT BID				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Sample Item				\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -

Internal Labor Costs - documented with Certified Ledger at payment.				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
8"x8" Tapping Sleeve & Valve (City Performed)*	44 EA	1	\$7,800.00	\$ 7,800.00
6" Water Main Connection with Shutdown	EA	2	\$9,000.00	\$ 18,000.00
8" Water Main Connection with Shutdown	EA	12	\$9,500.00	\$ 114,000.00
12" Water Main Connection with Shutdown	EA	5	\$12,000.00	\$ 60,000.00
16" Water Main Connection with Shutdown	EA	3	\$19,000.00	\$ 57,000.00
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
OVERHEAD (%)	Enter % if applicable		0.00%	\$ -
SUBTOTAL				\$ 256,800.00

External Labor Costs - documented with Invoices and / or checks				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL			\$ -	\$ -

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
			\$ -	\$ -
		0.00%	\$ -	\$ -
SUBTOTAL			\$ -	\$ -

Unit	Quantity	\$/Unit	Total	Difference
EA	1	\$55,000.00	\$ 55,000.00	\$ -
EA	1	\$65,000.00	\$ 65,000.00	\$ -
EA	2	\$4,000.00	\$ 8,000.00	\$ -
EA	11	\$5,500.00	\$ 60,500.00	\$ -
EA	26	\$7,500.00	\$ 195,000.00	\$ -
EA	6	\$19,000.00	\$ 114,000.00	\$ -
EA	3	\$25,000.00	\$ 75,000.00	\$ -
EA	17	\$8,500.00	\$ 144,500.00	\$ -
LF	468	\$150.00	\$ 70,200.00	\$ -
LF	1941	\$250.00	\$ 485,250.00	\$ -
LF	201	\$60.00	\$ 12,060.00	\$ -
LF	252	\$80.00	\$ 20,160.00	\$ -
LF	476	\$60.00	\$ 28,560.00	\$ -
LF	599	\$80.00	\$ 47,920.00	\$ -
EA	17	\$14,000.00	\$ 238,000.00	\$ -
EA	2	\$20,000.00	\$ 40,000.00	\$ -
EA	3	\$15,000.00	\$ 45,000.00	\$ -
VF	40	\$500.00	\$ 20,000.00	\$ -
VF	29	\$700.00	\$ 20,300.00	\$ -
LF	221	\$280.00	\$ 61,880.00	\$ -
LF	85	\$240.00	\$ 20,400.00	\$ -
LF	144	\$220.00	\$ 31,680.00	\$ -
LF	1310	\$280.00	\$ 366,800.00	\$ -
LF	2211	\$240.00	\$ 530,640.00	\$ -
EA	8	\$2,500.00	\$ 20,000.00	\$ -
LF	217	\$110.00	\$ 23,870.00	\$ -
LF	1523	\$150.00	\$ 228,450.00	\$ -
LF	40	\$220.00	\$ 8,800.00	\$ -
LF	911	\$340.00	\$ 309,740.00	\$ -
LF	6133	\$236.00	\$ 1,447,388.00	\$ -
			\$ -	\$ -
			\$ -	\$ -
SY	-2861	\$7.00	\$ (20,027.00)	\$ (20,027.00)
LF	10	\$700.00	\$ 7,000.00	\$ 7,000.00
LF	935	\$340.00	\$ 317,900.00	\$ 317,900.00
LF	-804	\$236.00	\$ (189,744.00)	\$ (189,744.00)
SY	4	\$15,000.00	\$ 60,000.00	\$ 60,000.00
EA	1	\$25,000.00	\$ 25,000.00	\$ 25,000.00
SY	-251	\$140.00	\$ (35,140.00)	\$ (35,140.00)
SY	-362	\$220.00	\$ (79,640.00)	\$ (79,640.00)
SY	-951	\$7.00	\$ (6,657.00)	\$ (6,657.00)
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL			\$ 4,872,790.00	\$ 78,692.00

MATERIALS SUBTOTAL			\$	4,872,790.00	\$ 78,692.00
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			\$0.00	
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Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL			\$0.00	\$ -

Unit	Quantity	\$/Unit	Total	Difference
EA	1	\$7,800.00	\$ 7,800.00	\$ -
EA	2	\$9,000.00	\$ 18,000.00	\$ -
EA	12	\$9,500.00	\$ 114,000.00	\$ -
EA	5	\$12,000.00	\$ 60,000.00	\$ -
EA	3	\$19,000.00	\$ 57,000.00	\$ -
			\$ -	\$ -
		0.00%	\$ -	\$ -
SUBTOTAL			\$ 256,800.00	\$ -

Unit	Quantity	\$/Unit	Total	Difference

Support Staff (N6)	HR	252	\$160.00	\$	40,320.00
Senior Tech Support (CO4)	HR	24	\$125.00	\$	3,000.00
Expenses	EA	1	\$297,427.24	\$	297,427.24
Office Expenses	EA	1	\$22,248.63	\$	22,248.63
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -
SUBTOTAL				\$	766,715.87
External Survey/ Landman					\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -
SUBTOTAL				\$	-
External Inspection					\$ -
Raba Kistner (Contract Provided)			\$262,500.00	\$	-
Inspector IV				\$	-
Project Manager				\$	-
Administrative Assistant				\$	-
Vehicle				\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -
SUBTOTAL				\$	-
Engineering / Administration / Inspection SUBTOTAL				\$	1,179,151.96

HR	252	\$160.00	\$	40,320.00	\$ -
HR	24	\$125.00	\$	3,000.00	\$ -
EA	1	\$297,427.24	\$	297,427.24	\$ -
EA	1	\$22,248.63	\$	22,248.63	\$ -
SUBTOTAL					\$ -
SUBTOTAL					\$ -
SUBTOTAL					\$ -
SUBTOTAL					\$ -
SUBTOTAL					\$ -
HR	1650	\$110.00	\$	181,500.00	\$ 181,500.00
HR	300	\$202.75	\$	60,825.00	\$ 60,825.00
HR	220	\$72.50	\$	15,950.00	\$ 15,950.00
EA	6500	\$0.65	\$	4,225.00	\$ 4,225.00
SUBTOTAL					\$ 262,500.00
SUBTOTAL					\$ 262,500.00
SUBTOTAL					\$ 1,614,875.12
SUBTOTAL					\$ 435,723.16

Existing Easement Compensation - following Quit Claim / Eligibility Ratio not applied. Will be					
Line Item / Item Description	Unit	Quantity	\$/Unit	Total	
Select this row and Insert to add rows. Drag to fill formulas from top cell.					
SUBTOTAL				\$ -	
Replacement Easement Compensation - following Quit Claim / Eligibility Ratio is applied. ROW PM					
must occur with rate. Documentation of actual cost must be supplied at billing.					
3rd Party Attorney Fees		1			
Kaylan's Inc (Parcel 2)		1	\$52,465.00	\$ 52,465.00	
Closing/Title Fees		1	\$536.00	\$ 536.00	
Mala Strana LLC (Parcel 3)		1	\$60,130.00	\$ 60,130.00	
Closing/Title Fees		1	\$593.00	\$ 593.00	
Home Depot USA INC (Parcel 4)		1	\$108,516.00	\$ 108,516.00	
Closing/Title Fees		1	\$321.00	\$ 321.00	
Maruti Jalaram LLC (Parcel 5)		1	\$42,000.00	\$ 42,000.00	
Closing/Title Fees		1	\$465.00	\$ 465.00	
Coconut Properties LLC (Parcel 6)		1	\$30,959.00	\$ 30,959.00	
Closing/Title Fees		1	\$383.00	\$ 383.00	
Paces Hotels LLC (Parcel 8)		1	\$75,000.00	\$ 75,000.00	
Closing/Title Fees		1	\$700.00	\$ 700.00	
Health Services of North Texas, Inc. (Parcel 9)		1	\$36,109.00	\$ 36,109.00	
Closing/Title Fees		1	\$422.00	\$ 422.00	
Three Willows Land Development LLC (Parcel 14)		1	\$21,634.00	\$ 21,634.00	
Closing/Title Fees		1	\$296.00	\$ 296.00	
Hunt Windsor LLC (Parcel 15A)		1	\$142,518.00	\$ 142,518.00	
Closing/Title Fees		1	\$321.00	\$ 321.00	
32 Hundred Windsor Gardens LP & JRM (Parcel 15B)		1	\$134,743.00	\$ 134,743.00	
Closing/Title Fees		1	\$321.00	\$ 321.00	
Salavaging Teens as Risk Inc D/B/A The Educator Center (Parcel 1)		1	\$9,814.00	\$ 9,814.00	
Closing/Title Fees		1	\$238.00	\$ 238.00	
Zimmerer Denton LLC (Parcel 16)		1	\$63,089.00	\$ 63,089.00	
Closing/Title Fees		1	\$613.00	\$ 613.00	
RV Land Acquisition LP (Parcel 17/18)		1	\$52,977.00	\$ 52,977.00	
Closing/Title Fees		1	\$457.00	\$ 457.00	
CATDENTON 35 Four Inc (Parcel 19)		1	\$267,562.00	\$ 267,562.00	
Closing/Title Fees		1	\$321.00	\$ 321.00	
Walbarger Street LP (Parcel 20)		1	\$122,840.73	\$ 122,840.73	
Closing/Title Fees		1	\$321.00	\$ 321.00	
The Rockline-Denton Group P/S (Parcel 21)		1	\$100,330.00	\$ 100,330.00	
Closing/Title Fees		1	\$321.00	\$ 321.00	
Harris, Lisa J Investment Trust (Parcel 25)		1	\$8,325.00	\$ 8,325.00	
Closing/Title Fees		1	\$238.00	\$ 238.00	
Westglen Partners LTD (Parcel 36/37)		1	\$132,020.87	\$ 132,020.87	
Closing/Title Fees		1	\$321.00	\$ 321.00	
Love's Travel Stops & Country Stores Inc (Parcel 38)		1	\$197,543.00	\$ 197,543.00	
Closing/Title Fees		1	\$321.00	\$ 321.00	
Foster, Mark D & Madeline (Parcel 39)		1	\$44,265.00	\$ 44,265.00	
Closing/Title Fees		1	\$479.00	\$ 479.00	
TA Operating LLC (Parcel 40)		1	\$170,703.00	\$ 170,703.00	
Closing/Title Fees		1	\$321.00	\$ 321.00	
Select this row and Insert to add rows. Drag to fill formulas from top cell.					
SUBTOTAL				\$	1,881,852.60
Easement Compensation SUBTOTAL				\$	1,881,852.60

Unit	Quantity	\$/Unit	Total	Difference	
SUBTOTAL					\$ -
SUBTOTAL					\$ -
	1	\$132,187.36	\$ 132,187.36	\$ 132,187.36	
	1	\$52,465.00	\$ 52,465.00	\$ -	
	1	\$536.00	\$ 536.00	\$ -	
	1	\$145,000.00	\$ 145,000.00	\$ 84,870.00	
	1	\$593.00	\$ 593.00	\$ -	
	1	\$143,524.00	\$ 143,524.00	\$ 35,008.00	
	1	\$321.00	\$ 321.00	\$ -	
	1	\$42,000.00	\$ 42,000.00	\$ -	
	1	\$324.00	\$ 324.00	\$ (141.00)	
	1	\$53,710.00	\$ 53,710.00	\$ 22,751.00	
	1	\$383.00	\$ 383.00	\$ -	
	1	\$85,000.00	\$ 85,000.00	\$ 10,000.00	
	1	\$487.00	\$ 487.00	\$ (213.00)	
	1	\$36,109.00	\$ 36,109.00	\$ -	
	1	\$422.00	\$ 422.00	\$ -	
	1	\$30,000.00	\$ 30,000.00	\$ 8,366.00	
	1	\$296.00	\$ 296.00	\$ -	
	1	\$305,013.42	\$ 305,013.42	\$ 162,495.42	
	1	\$321.00	\$ 321.00	\$ -	
	1	\$169,877.00	\$ 169,877.00	\$ 35,134.00	
	1	\$321.00	\$ 321.00	\$ -	
	1	\$10,052.00	\$ 10,052.00	\$ 238.00	
	1	\$238.00	\$ 238.00	\$ -	
	1	\$62,744.00	\$ 62,744.00	\$ (345.00)	
	1	\$613.00	\$ 613.00	\$ -	
	1	\$52,977.00	\$ 52,977.00	\$ -	
	1	\$457.00	\$ 457.00	\$ -	
	1	\$267,562.00	\$ 267,562.00	\$ -	
	1	\$321.00	\$ 321.00	\$ -	
	1	\$177,000.00	\$ 177,000.00	\$ 54,159.27	
	1	\$702.00	\$ 702.00	\$ 381.00	
	1	\$100,330.00	\$ 100,330.00	\$ -	
	1	\$321.00	\$ 321.00	\$ -	
	1	\$11,000.00	\$ 11,000.00	\$ 2,675.00	
	1	\$238.00	\$ 238.00	\$ -	
	1	\$132,020.87	\$ 132,020.87	\$ -	
	1	\$702.00	\$ 702.00	\$ 381.00	
	1	\$197,543.00	\$ 197,543.00	\$ -	
	1	\$321.00	\$ 321.00	\$ -	
	1	\$72,118.80	\$ 72,118.80	\$ 27,853.80	
	1	\$479.00	\$ 479.00	\$ -	
	1	\$170,703.00	\$ 170,703.00	\$ -	
	1	\$321.00	\$ 321.00	\$ -	
SUBTOTAL					\$ 575,800.85
SUBTOTAL					\$ 575,800.85

SUMMARY:		TOTAL PROJECT COST	\$	12,698,742.56
		Amount Payable in TxDOT Contract (Joint Bid)	\$	-
		Utility Cost	\$	12,698,742.56
General & Administrative OH		0.00%	\$	-
		Gross Reimbursable to the Utility	\$	12,698,742.56
		Amount Due to TxDOT Via an Advance Funding Agreement	\$	-
		SALVAGE and/or Depreciation CREDIT	\$	-
BETTERMENT RATIO		0.00%	\$	-
		Ratio Deduction	\$	-

		\$	13,898,958.57	\$ 1,200,216.01
		\$	-	\$ -
		\$	13,898,958.57	\$ 1,200,216.01
G&A		\$	-	\$ -
		\$	13,898,958.57	\$ 1,200,216.01
		\$	-	\$ -
		\$	-	\$ -
BR		\$	-	\$ -

Amount reimbursable after Betterment and Salvage Credit \$ 12,698,742.56

\$ 13,898,958.57 \$ 1,200,216.01

ELIGIBILITY RATIO 100.00%

ER 100.00%

NET REIMBURSEMENT TO UTILITY \$ 12,698,742.56

\$ 13,898,958.57 \$ 1,200,216.01

Percent of Difference= 9%

Easement cost

City of Denton I-35 (from I-35 merge/split to Milam) W/WW Easements Appraisal

Denton CAD No.	TxDOT Parcel No.	Property Owner	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total Easement Value	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total Easement Value	Title Policy Fee	Total Easement Total	Water Easement Total	Sewer Easement Total
			Permanent	Permanent	Temporary Construction Easement	Temporary Construction Easement	Permanent + Temporary Construction Easement + Title Policy Fee	Permanent + Temporary Construction Easement + Title Policy Fee	Permanent + Temporary Construction Easement + Title Policy Fee							
CSJ-087																
34524	2	Kaylan's Inc	102	20	2,036	\$25.77	\$52,465.00						\$536.00	\$53,001.00	\$53,001.00	\$0.00
34525	3	MALA STRANA LLC	108	20	2,164	\$27.77	\$60,103.00						\$593.00	\$60,696.00	\$30,348.00	\$30,348.00
618924	4	HOME DEPOT USA INC	438	20	8,752	\$12.40	\$108,516.00						\$321.00	\$108,837.00	\$108,837.00	\$0.00
34521	5	Maruti Jalaram LLC	166	20	3,322	\$6.73	\$22,355.00						\$324.00	\$22,679.00	\$11,339.50	\$11,339.50
34517	6	Coconut Properties LLC	153	20	3,064	\$10.10	\$30,959.00						\$383.00	\$31,342.00	\$15,671.00	\$15,671.00
86868	8	Paces Hotels LLC	348	20	6,957	\$6.50	\$45,221.00						\$487.00	\$45,708.00	\$22,854.00	\$22,854.00
693328	9	Health Services of North Texas, Inc.	150	20	3,003	\$12.02	\$36,109.00						\$422.00	\$36,531.00	\$36,531.00	\$0.00
675206	14	Three Willows Land Development LLC	145	20	2,896	\$6.38	\$18,462.00	50	25	1,244	\$2.55	\$3,172.00	\$296.00	\$21,930.00	\$21,930.00	\$0.00
523508	15A	Hunt Windsor LLC	1389	20	27,779	\$5.13	\$142,518.00						\$321.00	\$142,839.00	\$142,839.00	\$0.00
775494	15B	32 HUNDRED WINDSOR GARDENS LP & JRM	293	20	5,867	\$22.97	\$134,743.00						\$321.00	\$135,064.00	\$135,064.00	\$0.00
87582	16.1	Salvaging Teens at Risk Inc D/B/A The Educator Center	54	20	1,089	\$6.25	\$6,806.00	48	25	1,203	\$2.50	\$3,008.00	\$238.00	\$10,052.00	\$10,052.00	\$0.00
773229	16	Zimmerer Denton LLC	320	20	6,406	\$9.85	\$63,089.00						\$613.00	\$63,702.00	\$31,851.00	\$31,851.00
765175	17/18	RV LAND ACQUISITION LP	293	20	5,868	\$7.05	\$41,387.00	244	25	6,100	\$1.90	\$11,590.00	\$457.00	\$53,434.00	\$53,434.00	\$0.00
632485	19	Catdenton 35 Four Inc	2608	20	52,151	\$5.13	\$267,562.00						\$321.00	\$267,883.00	\$267,883.00	\$0.00
613725	20	Wilbarger Street, LP	443	20	8,862	\$8.57	\$75,909.00						\$702.00	\$76,611.00	\$38,305.50	\$38,305.50
160306	21	The Rockline-Denton Group P/S	561	20	11,228	\$8.94	\$100,330.00						\$321.00	\$100,651.00	\$50,325.50	\$50,325.50
174371	25	Harris, Lisa J Investment Trust	90	20	1,800	\$4.63	\$8,325.00						\$238.00	\$8,563.00	\$8,563.00	\$0.00
40201, 36937	36/37	Westglen Partners LTD	751	20	15,028	\$5.05	\$75,909.00						\$702.00	\$76,611.00	\$76,611.00	\$0.00
699314	38	Love's Travel Stops & Country Stores Inc	1630	20	32,600	\$5.46	\$177,943.00						\$321.00	\$178,264.00	\$89,132.00	\$89,132.00
36958	39	Foster, Mark D & Madeline	361	20	7,227	\$6.12	\$44,265.00						\$479.00	\$44,744.00	\$44,744.00	\$0.00
39525	40	TA Operating LLC	1080	20	21,604	\$7.90	\$170,703.00						\$321.00	\$171,024.00	\$85,512.00	\$85,512.00

PROJECT COST SUMMARY - SUA U00011547

CONSTRUCTION - ORIGINAL ESTIMATED						SUA #1		
BID ITEM	Description	Quantity	Unit	Unit Cost	Estimated Costs	Qty Change	Estimated Costs	Revised Estimate
1	0170.001 - Mobilization	1	EA	\$ 1,000,000.00	\$ 1,000,000.00			
17	3201.007 - Flexible Paving Repair for Utility Trench	1356	SY	\$ 140.00	\$ 189,840.00			
18	3201.013 - Concrete Paving Repair for Utility Trench*	905	SY	\$ 220.00	\$ 199,100.00			
19	3216.005 - 4" Concrete Sidewalk	17	SY	\$ 250.00	\$ 4,250.00			
20	3293.015 - Topsoil	581	CY	\$ 10.00	\$ 5,810.00			
21	3293.016 - Seeding	12863	SY	\$ 2.00	\$ 25,726.00			
22	3293.017 - Sodding	2861	SY	\$ 7.00	\$ 20,027.00			
23	3305.021 - Trench Safety	9404	LF	\$ 1.00	\$ 9,404.00			
24	3305.028 - 18" Casing by Other Than Open Cut*	217	LF	\$ 500.00	\$ 108,500.00			
25	3305.029 - 24" Casing by Other Than Open Cut*	1144	LF	\$ 570.00	\$ 652,080.00			
26	3305.023 - 24" Casing by Open Cut*	379	LF	\$ 430.00	\$ 162,970.00			
27	3305.030 - 30" Casing by by Other Than Open Cut*	468	LF	\$ 700.00	\$ 327,600.00			
28	3305.098 - 8" HDPE Water Carrier Pipe	217	LF	\$ 110.00	\$ 23,870.00			
29	3305.099 - 12" HDPE Water Carrier Pipe	1523	LF	\$ 150.00	\$ 228,450.00			
30	3305.110 - 20" HDPE Water Carrier Pipe	468	LF	\$ 150.00	\$ 70,200.00			
31	3314.222 - 20" HDPE Pressure Pipe, Water	1941	LF	\$ 250.00	\$ 485,250.00			
32	3314.141 - 6" PVC Water Pressure Pipe	40	LF	\$ 220.00	\$ 8,800.00			
33	3314.142 - 8" PVC Water Pressure Pipe	911	LF	\$ 340.00	\$ 309,740.00			
34	3314.146 - 12" PVC Water Pressure Pipe	6133	LF	\$ 236.00	\$ 1,447,388.00			
35	3314.310 - 1" Water Service	2	EA	\$ 3,500.00	\$ 7,000.00			
36	3314.314 - 1-1/2" Water Service	1	EA	\$ 4,000.00	\$ 4,000.00			
37	3314.318 - 2" Water Service	5	EA	\$ 4,500.00	\$ 22,500.00			
38	3314.323 - 4" Water Meter, Vault and Appurtenances	1	EA	\$ 55,000.00	\$ 55,000.00			
39	3314.3xx - 8" Detector Check, Vault and Appurtenances*	1	EA	\$ 65,000.00	\$ 65,000.00			
40	3314.327 - 6" Gate Valve*	2	EA	\$ 4,000.00	\$ 8,000.00			
41	3314.328 - 8" Gate Valve*	11	EA	\$ 5,500.00	\$ 60,500.00			
42	3314.329 - 12" Gate Valve*	26	EA	\$ 7,500.00	\$ 195,000.00			
43	3314.330 - 16" Gate Valve*	6	EA	\$ 19,000.00	\$ 114,000.00			
44	3314.345 - 8" x 8" Tapping Sleeve and Valve (City Performed)*	1	EA	\$ 7,800.00	\$ 7,800.00			
45	3314.391 - 6" Water Main Connection with Shutdown	2	EA	\$ 9,000.00	\$ 18,000.00			
46	3314.392 - 8" Water Main Connection with Shutdown	12	EA	\$ 9,500.00	\$ 114,000.00			
47	3314.393 - 12" Water Main Connection with Shutdown	5	EA	\$ 12,000.00	\$ 60,000.00			
48	3314.394 - 16" Water Main Connection with Shutdown	3	EA	\$ 19,000.00	\$ 57,000.00			
49	3314.402 - 2" Air Release Valve and Vault*	3	EA	\$ 25,000.00	\$ 75,000.00			
50	3314.407 - Fire Hydrant Assembly*	17	EA	\$ 8,500.00	\$ 144,500.00			
51	3471.001 - Traffic Control	1	MO	\$ 15,000.00	\$ 15,000.00			
58	3201.007 - Flexible Paving Repair for Utility Trench	564	SY	\$ 140.00	\$ 78,960.00			
59	3201.013 - Concrete Paving Repair for Utility Trench*	993	SY	\$ 220.00	\$ 218,460.00			
60	3211.002 - 6" Flexible Base, Type A, GR-1	560	SY	\$ 45.00	\$ 25,200.00			
61	3293.015 - Topsoil	264	CY	\$ 10.00	\$ 2,640.00			
62	3293.016 - Seeding	4602	SY	\$ 2.00	\$ 9,204.00			
63	3293.017 - Sodding	951	SY	\$ 7.00	\$ 6,657.00			
64	3305.021 - Trench Safety	4263	LF	\$ 1.00	\$ 4,263.00			
65	3305.022 - 18" Casing by Open Cut*	51	LF	\$ 400.00	\$ 20,400.00			
66	3305.023 - 24" Casing by Open Cut*	326	LF	\$ 410.00	\$ 133,660.00			
67	3305.028 - 18" Casing by Other Than Open Cut*	150	LF	\$ 575.00	\$ 86,250.00			
68	3305.029 - 24" Casing by Other Than Open Cut*	1001	LF	\$ 630.00	\$ 630,630.00			
69	3305.048 - 8" PVC Sanitary Sewer Carrier Pipe	201	LF	\$ 60.00	\$ 12,060.00			
70	3305.049 - 12" PVC Sanitary Sewer Carrier Pipe	252	LF	\$ 80.00	\$ 20,160.00			
71	3305.088 - 6" HDPE Force Main Carrier Pipe	476	LF	\$ 60.00	\$ 28,560.00			
72	3305.091 - 12" HDPE Force Main Carrier Pipe	599	LF	\$ 80.00	\$ 47,920.00			
73	3305.126 - 4' Concrete Manhole*	17	EA	\$ 14,000.00	\$ 238,000.00			

CONSTRUCTION - ORIGINAL ESTIMATED						SUA #1		
BID ITEM	Description	Quantity	Unit	Unit Cost	Estimated Costs	Qty Change	Estimated Costs	Revised Estimate
74	3305.127 - 4' Drop Concrete Manhole*	2	EA	\$ 20,000.00	\$ 40,000.00			
75	3305.128 - 5' Concrete Manhole*	3	EA	\$ 15,000.00	\$ 45,000.00			
76	3305.132 - 4' Extra Depth Concrete Manhole*	40	VF	\$ 500.00	\$ 20,000.00			
77	3305.133 - 5' Extra Depth Concrete Manhole*	29	VF	\$ 700.00	\$ 20,300.00			
78	3314.250 - 6" HDPE Pressure Pipe, Force Main	221	LF	\$ 280.00	\$ 61,880.00			
79	3314.254 - 8" HDPE Pressure Pipe, Force Main	85	LF	\$ 240.00	\$ 20,400.00			
80	3314.262 - 12" HDPE Pressure Pipe, Force Main	144	LF	\$ 220.00	\$ 31,680.00			
81	3331.045 - 8" PVC Gravity Sewer Pipe	1310	LF	\$ 280.00	\$ 366,800.00			
82	3331.053 - 12" PVC Gravity Sewer Pipe	2211	LF	\$ 240.00	\$ 530,640.00			
83	3331.089 - 6" Sewer Service	8	EA	\$ 2,500.00	\$ 20,000.00			
CONSTRUCTION TOTAL					\$ 9,021,029.00	Construction W/SUA#1		\$ 9,021,029.00
2	0241.011 - Grout Fill 8" Utility Line	227	LF	\$ 20.00	\$ 4,540.00			
3	0241.013 - Grout Fill 12" Utility Line	916	LF	\$ 21.00	\$ 19,236.00			
4	0241.016 - Grout Fill 16" Utility Line	108	LF	\$ 33.00	\$ 3,564.00			
5	0241.028 - Remove 4" Utility Line	25	LF	\$ 45.00	\$ 1,125.00			
6	0241.029 - Remove 6" Utility Line	150	LF	\$ 35.00	\$ 5,250.00			
7	0241.030 - Remove 8" Utility Line	1605	LF	\$ 37.00	\$ 59,385.00			
8	0241.032 - Remove 12" Utility Line	5558	LF	\$ 35.00	\$ 194,530.00			
9	0241.035 - Remove 16" Utility Line	2466	LF	\$ 37.00	\$ 91,242.00			
10	0241.056 - Remove 6" Water Valve	17	EA	\$ 700.00	\$ 11,900.00			
11	0241.057 - Remove 8" Water Valve	3	EA	\$ 750.00	\$ 2,250.00			
12	0241.059 - Remove 12" Water Valve	11	EA	\$ 800.00	\$ 8,800.00			
13	0241.060 - Remove 16" Water Valve	2	EA	\$ 850.00	\$ 1,700.00			
14	0241.094 - Salvage Fire Hydrant	15	EA	\$ 850.00	\$ 12,750.00			
15	0241.095 - Salvage Water Meter	2	EA	\$ 850.00	\$ 1,700.00			
16	0241.096 - Remove Concrete Water Vault	2	EA	\$ 900.00	\$ 1,800.00			
52	0241.010 - Grout Fill 6" Utility Line	1604	LF	\$ 12.00	\$ 19,248.00			
53	0241.011 - Grout Fill 8" Utility Line	271	LF	\$ 20.00	\$ 5,420.00			
54	0241.029 - Remove 6" Utility Line	1626	LF	\$ 35.00	\$ 56,910.00			
55	0241.030 - Remove 8" Utility Line	1307	LF	\$ 37.00	\$ 48,359.00			
56	0241.050 - Remove 4' Utility Manhole	14	EA	\$ 3,000.00	\$ 42,000.00			
57	0241.054 - Remove Utility Junction Structure (Lift Station)	1	EA	\$ 25,000.00	\$ 25,000.00			
ABANDONMENT TOTAL					\$ 616,709.00	Abandonment W/SUA#1		\$ 616,709.00
92	Materials On Hand:				\$ -			
SUA #1 AUTHORIZED CHANGE ORDERS ITEMS								
CCO1.1	(Item 27) 30" Casing by Other Than Open Cut		LF	\$ 700.00		10	\$ 7,000.00	
CCO2.1	(Item 22) Sodding		SY	\$ 7.00		-2861	\$ (20,027.00)	
CCO2.2	3314.142 - 8" PVC Water Pressure Pipe		LF	\$ 340.00		935	\$ 317,900.00	
CCO2.3	3314.146 - 12" PVC Water Pressure Pipe		LF	\$ 236.00		-804	\$ (189,744.00)	
CCO2.4	3471.001 - Traffic Control		MO	\$ 15,000.00		4	\$ 60,000.00	
CCO2.5	0241.054 - Remove Utility Junction Structure (Lift Station)		EA	\$ 25,000.00		1	\$ 25,000.00	
CCO2.6	3201.007 - Flexible Paving Repair for Utility Trench		SY	\$ 140.00		-251	\$ (35,140.00)	
CCO2.7	3201.013 - Concrete Paving Repair for Utility Trench*		SY	\$ 220.00		-362	\$ (79,640.00)	
CCO2.8	3293.017 - Sodding		SY	\$ 7.00		-951	\$ (6,657.00)	
CCO3.1	(New Item) Incentive for Early Completion		DAY	\$ 2,000.00		55	\$ 110,000.00	
							\$ 188,692.00	
TOTAL CONSTRUCTION AND ABANDONMENT					\$ 9,637,738.00	C & A W/SUA#1		\$ 188,692.00
ENGINEERING AND ROW ACQUISITION SERVICES								
Property Acquisition Consultant Services					\$ -	No Change		
Engineering Contract					\$ 766,715.87	No Change		
3rd Party Inspection (Raba Kisnter)						\$ 262,500.00		
TOTAL ENGINEERING AND ROW ACQUISITION SERVICES					\$ 766,715.87	\$ 262,500.00	\$ 1,029,215.87	

CONSTRUCTION - ORIGINAL ESTIMATED					SUA #1			
BID ITEM	Description	Quantity	Unit	Unit Cost	Estimated Costs	Qty Change	Estimated Costs	Revised Estimate
EASEMENT COSTS								
	Easement Costs				\$ 1,881,852.60		\$ 2,325,466.09	
	3rd Party Attorney Fees						\$ 132,187.36	
	TOTAL EASEMENT COSTS				\$ 1,881,852.60		\$ 2,457,653.45	\$ 2,457,653.45
CITY STAFF LABOR								
	City Staff Labor				\$ 412,436.09		No Change	
	City Staff 42% Labor Burden						\$ 173,223.16	
	TOTAL CITY STAFF LABOR				\$ 412,436.09		\$ 173,223.16	\$ 585,659.25
	TOTAL ESTIMATED PROJECT COSTS				\$ 12,698,742.56		Total Estimated W/SUA#1	\$ 13,898,958.57
	BETTERMENT RATIO OF 0%				\$ -			
	ESTIMATED UTILITY REIMBURSEMENT				\$ 12,698,742.56			
	REIMBURSEMENT REQUESTED TO DATE:				\$ 9,106,599.56			
	ESTIMATED AMOUNT REMAINING:				\$ 3,592,143.00			

Mountain Cascade Construction cost. Water/Wastewater

SECTION 00 42 43 - UNIT PRICE BID FORM



PROJ.: IH-35 Utility Relocations (from US380 to Milam Road)
 IFB: 7968-003

City of Denton Capital Projects
 901-B Texas Street
 Denton, TX 76209
 Attn: Cori Power/Purchasing Dept.

From: Mountain Cascade of Texas, LLC
 5340 East US Highway 67
 Alvarado, TX 76009
 Andrew L. McCulloch
 817-783-3094
 Contact Email: amcculloch@mountaincascade.com

BIDDERS APPLICATION - UNIT PRICE BID

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
CSJ 087 WATER IMPROVEMENTS - UNIT I						
1	01 70 00	0170.001 - Mobilization	1	EA	\$ 1,000,000.00	\$ 1,000,000.00
2	02 41 14	0241.011 - Grout Fill 8" Utility Line	227	LF	\$ 20.00	\$ 4,540.00
3	02 41 14	0241.013 - Grout Fill 12" Utility Line	916	LF	\$ 21.00	\$ 19,236.00
4	02 41 14	0241.016 - Grout Fill 16" Utility Line	108	LF	\$ 33.00	\$ 3,564.00
5	02 41 14	0241.028 - Remove 4" Utility Line	25	LF	\$ 45.00	\$ 1,125.00
6	02 41 14	0241.029 - Remove 6" Utility Line	150	LF	\$ 35.00	\$ 5,250.00
7	02 41 14	0241.030 - Remove 8" Utility Line	1,605	LF	\$ 37.00	\$ 59,385.00
8	02 41 14	0241.032 - Remove 12" Utility Line	5,558	LF	\$ 35.00	\$ 194,530.00
9	02 41 14	0241.035 - Remove 16" Utility Line	2,466	LF	\$ 37.00	\$ 91,242.00
10	02 41 14	0241.056 - Remove 6" Water Valve	17	EA	\$ 700.00	\$ 11,900.00
11	02 41 14	0241.057 - Remove 8" Water Valve	3	EA	\$ 750.00	\$ 2,250.00
12	02 41 14	0241.059 - Remove 12" Water Valve	11	EA	\$ 800.00	\$ 8,800.00
13	02 41 14	0241.060 - Remove 16" Water Valve	2	EA	\$ 850.00	\$ 1,700.00
14	02 41 14	0241.094 - Salvage Fire Hydrant	15	EA	\$ 850.00	\$ 12,750.00
15	02 41 14	0241.095 - Salvage Water Meter	2	EA	\$ 850.00	\$ 1,700.00
16	02 41 14	0241.096 - Remove Concrete Water Vault	2	EA	\$ 900.00	\$ 1,800.00
17	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	1,356	SY	\$ 140.00	\$ 189,840.00
18	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	905	SY	\$ 220.00	\$ 199,100.00
19	32 01 29	3216.005 - 4" Concrete Sidewalk	17	SY	\$ 250.00	\$ 4,250.00
20	32 93 00	3293.015 - Topsoil	581	CY	\$ 10.00	\$ 5,810.00
21	32 93 00	3293.016 - Seeding	12,863	SY	\$ 2.00	\$ 25,726.00
22	32 93 00	3293.017 - Sodding	2,861	SY	\$ 7.00	\$ 20,027.00
23	33 05 05	3305.021 - Trench Safety	9,404	LF	\$ 1.00	\$ 9,404.00
24	32 05 07	3305.028 - 18" Casing by Other Than Open Cut*	217	LF	\$ 500.00	\$ 108,500.00
25	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,144	LF	\$ 570.00	\$ 652,080.00
26	33 05 07	3305.023 - 24" Casing by Open Cut*	379	LF	\$ 430.00	\$ 162,970.00
27	33 05 07	3305.030 - 30" Casing by Other Than Open Cut*	468	LF	\$ 700.00	\$ 327,600.00
28	33 05 15, 33 14 10	3305.098 - 8" DIP Water Carrier Pipe*	217	LF	\$ 110.00	\$ 23,870.00
29	33 05 15, 33 14 10	3305.099 - 12" DIP Water Carrier Pipe*	1,523	LF	\$ 150.00	\$ 228,450.00
30	SEE ALTERNATE 1 BELOW - provide bid for only ONE (30 OR 30a)		468	LF		\$ -
31	SEE ALTERNATE 2 BELOW - provide bid for only ONE (31 OR 31a)		1,941	LF		\$ -
32	33 14 10	3314.141 - 6" PVC Water Pressure Pipe	40	LF	\$ 220.00	\$ 8,800.00
33	33 14 11	3314.142 - 8" PVC Water Pressure Pipe	911	LF	\$ 340.00	\$ 309,740.00
34	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	6,133	LF	\$ 236.00	\$ 1,447,388.00
35	33 14 17	3314.310 - 1" Water Service*	2	EA	\$ 3,500.00	\$ 7,000.00
36	33 14 17	3314.314 - 1-1/2" Water Service*	1	EA	\$ 4,000.00	\$ 4,000.00
37	33 14 17	3314.318 - 2" Water Service*	5	EA	\$ 4,500.00	\$ 22,500.00
38	33 14 18	3314.323 - 4" Water Meter, Vault and Appurtenances*	1	EA	\$ 55,000.00	\$ 55,000.00
39	33 14 18	3314.3xx - 8" Detector Check, Vault and Appurtenances*	1	EA	\$ 65,000.00	\$ 65,000.00
40	33 14 20	3314.327 - 6" Gate Valve*	2	EA	\$ 4,000.00	\$ 8,000.00
41	33 14 20	3314.328 - 8" Gate Valve*	11	EA	\$ 5,500.00	\$ 60,500.00
42	33 14 20	3314.329 - 12" Gate Valve*	26	EA	\$ 7,500.00	\$ 195,000.00
43	33 14 20	3314.330 - 16" Gate Valve*	6	EA	\$ 19,000.00	\$ 114,000.00
44	33 14 25	3314.345 - 8" x 8" Tapping Sleeve and Valve (City Performed)*	1	EA	\$ 7,800.00	\$ 7,800.00
45	33 14 25	3314.391 - 6" Water Main Connection with Shutdown	2	EA	\$ 9,000.00	\$ 18,000.00
46	33 14 25	3314.392 - 8" Water Main Connection with Shutdown	12	EA	\$ 9,500.00	\$ 114,000.00
47	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	5	EA	\$ 12,000.00	\$ 60,000.00
48	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	3	EA	\$ 19,000.00	\$ 57,000.00
49	33 14 30	3314.402 - 2" Air Release Valve and Vault*	3	EA	\$ 25,000.00	\$ 75,000.00
50	33 14 40	3314.407 - Fire Hydrant Assembly*	17	EA	\$ 8,500.00	\$ 144,500.00
51	34 71 13	3471.001 - Traffic Control	1	MO	\$ 15,000.00	\$ 15,000.00
ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE						
30	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	468	LF		\$ -
30a	33 05 15	3305.110 - 20" HDPE Water Carrier Pipe	468	LF	\$ 150.00	\$ 70,200.00
ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE						
31	33 05 07	3314.014 - 16" DIP Water Pipe*	1,941	LF		\$ -
31a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	1,941	LF	\$ 250.00	\$ 485,250.00
TOTAL BID AMOUNT (Unit I): \$						6,721,077.00
CJS 087 WASTEWATER IMPROVEMENTS - UNIT II						
52	02 41 14	0241.010 - Grout Fill 6" Utility Line	1,604	LF	\$ 12.00	\$ 19,248.00
53	02 41 14	0241.011 - Grout Fill 8" Utility Line	271	LF	\$ 20.00	\$ 5,420.00
54	02 41 14	0241.029 - Remove 6" Utility Line	1,626	LF	\$ 35.00	\$ 56,910.00
55	02 41 14	0241.030 - Remove 8" Utility Line	1,307	LF	\$ 37.00	\$ 48,359.00
56	02 41 14	0241.050 - Remove 4' Utility Manhole	14	EA	\$ 3,000.00	\$ 42,000.00
57	02 41 14	0241.054 - Remove Utility Junction Structure (Lift Station)	1	EA	\$ 25,000.00	\$ 25,000.00
58	32 01 17	3201.007 - Flexible Paving Repair for Utility Trench	564	SY	\$ 140.00	\$ 78,960.00
59	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	993	SY	\$ 220.00	\$ 218,460.00

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
60	32 01 29	3211.002 - 6" Flexible Base, Type A, GR-1	560	SY	\$ 45.00	\$ 25,200.00
61	32 93 00	3293.015 - Topsoil	264	CY	\$ 10.00	\$ 2,640.00
62	32 93 00	3293.016 - Seeding	4,602	SY	\$ 2.00	\$ 9,204.00
63	32 93 00	3293.017 - Sodding	951	SY	\$ 7.00	\$ 6,657.00
64	33 05 05	3305.021 - Trench Safety	4,263	LF	\$ 1.00	\$ 4,263.00
65	33 05 07	3305.022 - 18" Casing by Open Cut*	51	LF	\$ 400.00	\$ 20,400.00
66	33 05 07	3305.023 - 24" Casing by Open Cut*	326	LF	\$ 410.00	\$ 133,660.00
67	33 05 07	3305.028 - 18" Casing by Other Than Open Cut*	150	LF	\$ 575.00	\$ 86,250.00
68	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,001	LF	\$ 630.00	\$ 630,630.00
69	33 05 15, 33 14 11, 33 31 14	3305.048 - 8" PVC Sanitary Sewer Carrier Pipe	201	LF	\$ 60.00	\$ 12,060.00
70	33 05 15, 33 31 14	3305.049 - 12" PVC Sanitary Sewer Carrier Pipe	252	LF	\$ 80.00	\$ 20,160.00
71	33 05 15, 33 14 11, 33 31 14	3305.088 - 6" HDPE Force Main Carrier Pipe	476	LF	\$ 60.00	\$ 28,560.00
72	33 05 15, 33 31 14	3305.091 - 12" HDPE Force Main Carrier Pipe	599	LF	\$ 80.00	\$ 47,920.00
73	33 05 61, 33 05 62	3305.126 - 4' Concrete Manhole*	17	EA	\$ 14,000.00	\$ 238,000.00
74	33 05 61, 33 05 62	3305.127 - 4' Drop Concrete Manhole*	2	EA	\$ 20,000.00	\$ 40,000.00
75	33 05 61, 33 05 62	3305.128 - 5' Concrete Manhole*	3	EA	\$ 15,000.00	\$ 45,000.00
76	33 05 61, 33 05 62	3305.132 - 4' Extra Depth Concrete Manhole*	40	VF	\$ 500.00	\$ 20,000.00
77	33 05 61, 33 05 62	3305.133 - 5' Extra Depth Concrete Manhole*	29	VF	\$ 700.00	\$ 20,300.00
78	33 31 14	3314.250 - 6" HDPE Pressure Pipe, Force Main	221	LF	\$ 280.00	\$ 61,880.00
79	33 31 14	3314.254 - 8" HDPE Pressure Pipe, Force Main	85	LF	\$ 240.00	\$ 20,400.00
80	33 31 14	3314.262 - 12" HDPE Pressure Pipe, Force Main	144	LF	\$ 220.00	\$ 31,680.00
81	33 31 14	3331.045 - 8" PVC Gravity Sewer Pipe	1,310	LF	\$ 280.00	\$ 366,800.00
82	33 31 14	3331.053 - 12" PVC Gravity Sewer Pipe	2,211	LF	\$ 240.00	\$ 530,640.00
83	33 31 14	3331.089 - 6" Sewer Service	8	EA	\$ 2,500.00	\$ 20,000.00
TOTAL BID AMOUNT (Unit II):						\$ 2,916,661.00

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 48 CFR 635.410 as amended.

ABOVE TOTALS (Unit I + Unit II)

\$9,637,738.00

Attachment “B” Accounting Method

Not Applicable

Actual Cost Method of Accounting

The Utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

The Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Initial Date
TxDOT

Initial Date
Utility

Attachment “C” Schedule of Work

Not Applicable

Estimated Start Date (mm/dd/yyyy): 08/07/2023, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): 300

Estimated Completion Date (mm/dd/yyyy): 06/02/2024

Initial Date
TxDOT

Initial Date
Utility

Attachment “D” Statement Covering Contract Work

Not Applicable

Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.

- The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).
- The Utility will use third party contractors to perform the adjustment and complete the attached ROW-U-48 with ROW-U-48-1 (joint bid), if appropriate. (verification of continuing contract rate sheets or copy of bid tabulation will be required at the time of billing)

Engineering Contract:

- The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).
- The Utility will use a consultant contract (verification of fee schedule is required).
- TxDOT will procure a utility engineering consultant.

Initial Date
TxDOT

Initial Date
Utility

City of Denton Staff &
Kimley Horn design cost
breakdown.

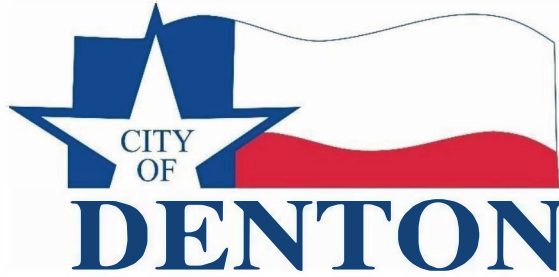


I-35 Project - City Staff Estimate

Employee Name	Title	Hours	Hourly Rate	Total
	Engineer(s)	5000	\$ 55.00	\$ 275,000.00
	Admin(s)	3000	\$ 45.00	\$ 135,000.00
	Inspector(s)	15000	\$ 40.00	\$ 600,000.00
	Supervisor(s)	3828	\$ 75.00	\$ 287,100.00
Sum Total				\$ 1,297,100.00

Water				
<u>RCSJ:0195-03-074, CCSJ:0195-03-071</u>				
	Kimley Horn Contract			\$ 576,195.88
	City Staff Time			\$ 309,950.51
<u>RCSJ: 0195-03-091, CCSJ: 0195-03-087</u>				
	Kimley Horn Contract			\$ 534,685.25
	City Staff Time			\$ 287,620.89
<u>RCSJ: 0195-02-079, CCSJ: 0195-02-074</u>				
	Kimley Horn Contract			\$ 504,837.65
	City Staff Time			\$ 271,565.10
Wastewater				
<u>RCSJ:0195-03-074, CCSJ:0195-03-071</u>				
	Kimley Horn Contract			\$ 538,830.15
	City Staff Time			\$ 289,850.53
<u>RCSJ: 0195-03-091, CCSJ: 0195-03-087</u>				
	Kimley Horn Contract			\$ 232,030.61
	City Staff Time			\$ 124,815.21
<u>RCSJ: 0195-02-079, CCSJ: 0195-02-074</u>				
	Kimley Horn Contract			\$ 24,720.46
	City Staff Time			\$ 13,297.77
	<u>Kimley Horn Contract Subtotal</u>			\$ 2,411,300.00
	<u>City Staff Time Subtotal</u>			\$ 1,297,100.00
<u>Engineering and City Staff Time Total (Shown as a percentage of construction)</u>				\$ 3,708,400.00

Design Contract, Rate sheets



DocuSign City Council Transmittal Coversheet

PSA	6590-095
File Name	IH-35 FROM IH-35E-35W SPLIT TO MILAM ROAD
Purchasing Contact	Crystal westbrook
City Council Target Date	December 17, 2020
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	20-2461

Water							
<u>RCSJ:0195-03-074, CCSJ:0195-03-071</u>							
	Kimley Horn Contract					\$	576,195.88
	City Staff Time					\$	309,950.51
<u>RCSJ: 0195-03-091, CCSJ: 0195-03-087</u>							
	Kimley Horn Contract					\$	534,685.25
	City Staff Time					\$	287,620.89
<u>RCSJ: 0195-02-079, CCSJ: 0195-02-074</u>							
	Kimley Horn Contract					\$	504,837.65
	City Staff Time					\$	271,565.10
Wastewater							
<u>RCSJ:0195-03-074, CCSJ:0195-03-071</u>							
	Kimley Horn Contract					\$	538,830.15
	City Staff Time					\$	289,850.53
<u>RCSJ: 0195-03-091, CCSJ: 0195-03-087</u>							
	Kimley Horn Contract					\$	232,030.61
	City Staff Time					\$	124,815.21
<u>RCSJ: 0195-02-079, CCSJ: 0195-02-074</u>							
	Kimley Horn Contract					\$	24,720.46
	City Staff Time					\$	13,297.77
	Kimley Horn Contract Subtotal					\$	2,411,300.00
	City Staff Time Subtotal					\$	1,297,100.00
	Engineering and City Staff Time Total (Shown as a percentage of construction)					\$	3,708,400.00

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CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and KIMLEY-HORN AND ASSOCIATES, INC. with its corporate office at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: IH-35 from I-35E-35W Split to Milam Road (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 \$2,396,300 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 D.

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 D 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

Amendments to Section 4, if any, are included in Attachment C.

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 D 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**

Amendments to Section 5, if any, are included in Attachment C.

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 D.

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**

Amendments to Section 6, if any, are included in Attachment C.

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 2270 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this AGREEMENT, 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

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

N. Certificate of Interested Parties Electronic Filing

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

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

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

The contractor shall:

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

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

O. 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 18-757 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.

P. Agreement Documents

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

- Attachment A - Scope of Services
- Attachment B - Compensation
- Attachment C - Amendments to Standard Agreement for Engineering Services
- Attachment D - Project Schedule
- Attachment E - Location Map

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

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

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Todd Hileman
D7766741DA8D454...

City Manager

Date: 12/18/2020

BY:
ENGINEER
Kimley-Horn and Associates, Inc.

DocuSigned by:
Scott Arnold
B4D5A80064EE4E9...

Scott Arnold, P.E.
Vice President

Date: 11/30/2020

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

DocuSigned by:
Terrance Naulty
B0F351387069478...

Signature

Interim Director Water/Wastewater
Title

Water/Wastewater Utilities

Department

Date Signed: 11/30/2020

2020-693363

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

DocuSigned by:
By: Marcella Lunn
4B070831B4AA438...

ATTEST:
CITY SECRETARY

DocuSigned by:
By: Rosa Rios
1C5CA8C3E175493...

ATTACHMENT "A"

Scope for Engineering Design Related Services for:

IH-35 - UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)

The ENGINEER will perform its services pursuant to the requirements delineated below. Services under this attachment include engineering services for the design and construction phase services for the IH-35- UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM).

Project Understanding

ENGINEER will provide engineering design services for the following tasks:

The relocations of approximately 31,000 linear feet of 20-inch through 6-inch water main, 11,500 linear feet of 4-inch through 8-inch sanitary sewer force main, two sanitary sewer lift stations, and 6,500 linear feet of 8-inch through 10-inch gravity sanitary sewer line from the split/merger of I-35E and I-35EW to Milam Road in north Denton. There are approximately 4,000 linear feet of proposed trenchless bores/tunneling. The relocations are necessary due to the CSJ 0195-03-087, 0195-03-090, and 0195-02-0074 I-35 CSJ road widening and improvements projects planned by TxDOT. All proposed relocations will be placed back in easement, except for lines that cross City or TxDOT ROW. This project is 100% reimbursable, excluding any betterments.

ENGINEER's scope of services is as follows:

IH-35- UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)

- Task 1 – Design Management
- Task 2 – Alignment Study
- Task 3 – Preliminary Design
- Task 4 – Final Design
- Task 5 – Construction Contract Documents
- Task 6 – Bid Phase Services
- Task 7 – Construction Phase Services
- Task 8 – Record Drawings Preparation
- Task 9 – Permitting
- Task 10 – Survey and Easements
- Task 11 – Easement Acquisition Services

IH-35W (South of Split) - UTILITY-RELOCATIONS

- Task 12 – Conflict Analysis

IH-35- LIFT STATION-RELOCATIONS (Barthold-Cowboys and Love's)

- Task 13 – Lift Station Preliminary Engineering Report (PER)
- Task 14 – Lift Station Preliminary and Final Design
- Task 15 – Lift Station Bid Phase Services
- Task 16 – Lift Station Construction Phase Services

Task 1 – DESIGN MANAGEMENT**A. Project Management**

1. Develop project communication plan.
 - a. Develop project contact list.
 - b. Prepare and e-mail progress reports to the project team once a month to be included with invoices. 36 months is assumed.
 - c. Prepare project schedule and provide schedule updates if the schedule changes.
2. Meetings
 - a. Prepare for and attend kickoff meeting.
 - b. Prepare meeting notes and distribute to the City.
3. Sub-consultant Agreement Preparation
 - a. Prepare and execute up to seven (7) subconsultant agreements.

Task 2 – ALIGNMENT STUDY**A. Preliminary Investigation**

1. Data Collection and Record Research
 - b. Assemble and log available existing survey and topographic data provided by City and TxDOT.
 - c. Gather existing aerial photographs.
 - d. Gather existing water, sanitary sewer, and storm sewer record drawings.
 - e. Gather existing paving plans.
 - f. Gather existing development plans.
 - g. Gather existing plat information.
 - h. Collect property owner and record information
 - i. Gather existing right-of-way and easement information.
 - j. Gather existing franchise utility record information.
 - k. Gather available lift station PER's, sewer shed basin studies, and historical flows

2. Site Investigation
 - a. Walk general alignment.
 - b. Document alignment corridor with photographs.
 - c. Note visible potential alignment, conflicts and issues.
3. Data Review with City
 - a. Meet with City to review accuracy of record information.
 - b. Interview City staff concerning historical, existing and future City plans along the alignment.

B. Prepare Alignment Technical Memorandum.

1. Analysis of alignments indicating merits and challenges for each, and including the following considerations:
 - a. Easement acquisition schedule and cost impacts.
 - b. Existing development impacts.
 - c. Existing potential horizontal and vertical conflicts.
 - d. Accessibility for maintenance.
 - e. Prepare opinions of probable construction cost for each alignment. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

C. Deliverables

1. Digital .PDF copy of draft and final technical memorandum.

D. Meetings

1. Conduct one (1) review meeting with City.
2. Revise memorandum based on City comments.

Task 3 – PRELIMINARY DESIGN

A. Geotechnical Engineering

1. Perform a geotechnical analysis of the alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:

- a. Subsurface exploration including up to twenty-three (23) sample bores varying 10 to 40 feet depending upon location.
 - b. Laboratory tests for classification purposes and strength characteristics.
 - c. Engineering services that address the following:
 - i. soil and groundwater conditions
 - ii. Comments on general excavatability of soils and shale encountered
 - iii. Recommendations for pipe installation, including bedding and backfill
 - iv. Recommendations for tunneling operations
 - v. Recommendations for vault and wet well foundation type and allowable loading
 - vi. Recommendations for lateral pressures for structural design
2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the City. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.

B. Cathodic Protection System

1. Document Review
 - a. Review the water line alignment (portion of the 16-inch waterline from Hwy 77 to Milam (approximately 16,000 linear feet) with respect to crossings of foreign pipelines and paralleling utility systems. Existing cathodic protection systems and locations of foreign line test stations will be identified. Foreign pipeline crossings will be considered.
 - b. Evaluate the water line alignment for possible induced AC interference and the need for protection under fault conditions.
2. Cathodic Protection Field Survey
 - a. Obtain soil resistivity measurements at intervals not to exceed 1,000 feet using ASTM G-57-95. The measurements will be taken to depths of 5, 10, and 15 feet.
 - b. Test soil samples for moisture content, pH, chloride ion and conductivity. Water samples will be similarly tested with the addition of sulfate ions.
 - c. Create dimensional field sketches of possible locations for cathodic protection anodes. Locations of secondary AC service and sites for the installation of power supplies will be noted.
3. Data Analysis and Lab Work

- a. Evaluate soil resistivity test data including the use of Barnes Layer techniques for determining resistivities of the soil layer where proposed water line is to be installed.
 - b. Soil samples will be tested in the laboratory for moisture content, pH, chloride ion concentration, sulfide ion concentration and conductivity. Water samples will be similarly tested, with the exception of moisture content. Sulfate ion concentrations will be determined for water samples as well.
 - c. Tabulate and analyze AC and DC interference test data using computer models.
 - d. Compile data and analyze the conditions for galvanic and electrolytic corrosion along the proposed pipeline route.
4. Corrosion Protection Design
- a. Corrosion protection and AC/DC interference mitigation requirements will be defined for 2 pipe types (concrete pressure pipe and ductile iron pipe) for the proposed water line. Design criteria will include minimizing the impact of the sever soil stresses in the area, and a preference for sacrificial anode versus impressed current cathodic protection. Specific design deliverables will include:
 - i. Prepare recommendations for protective coatings based upon AWWA standards for the proposed water line.
 - ii. Prepare a report that documents test data, analysis and an opinion of probable construction cost for cathodic protection and interference control systems, and drawings and technical specifications which will be included in the construction contract documents.

C. Subsurface Utility Engineering (SUE)

1. Level A investigation of existing water line connection point, and potential crossing utilities. The Level A investigation shall consist of performing up to ten (10) level A testholes or “locates” of existing utilities. The Level A investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of said utility in three dimensions obtained through non-destructive geophysical methods.
2. This task assumes that SUE data will be available from TxDOT and may be relied upon for design.

D. Preliminary Waterline and Sanitary Sewer Line Design

1. Visit the site to perform field verification of the survey.
2. Preliminary plan and profile drawings preparation for approximately 32,000 linear feet of 20-inch through 6-inch water main, 12,000 linear feet of 4-inch through 8-inch sanitary sewer force main, and 6,500 feet of 8-inch through 10-inch gravity sanitary sewer line.
 - a. Prepare (22”x34”) plan and profile drawings at 1”=40’ horizontal and 1”=4’ vertical scale.

- b. Plan view of the base map shall have all above ground features shown and clearly labeled along with existing utilities based on field ties and record information.
- c. Plan view shall include design notes for stationing, size, slope, pipe material, embedment, length and construction method.
- d. Profile view shall include design notes for stationing, size, slope, flow-line of pipe, pipe material, embedment, length and construction method.
- e. Prepare preliminary water line details, including connection details.
- f. Provide design for supply meter vault to Upper Trinity Water District (UTRWD) on Milam Road and the Pressure Reducing Valve Vault including electrical and SCADA design.
 - a. Plan Profile/Section Views
 - b. Electrical Design Drawings:
 - i. General Sheets (legend, general notes)
 - ii. Site Plan and Elevation
 - iii. One-Line Diagram
 - iv. Instrumentation Symbols and Legend
 - g. Provide Sequencing notes for shutdown and connection sequencing plans.
 - h. Design tunnels/bores including casing/tunnel liner plate minimum thickness and inside diameter, shafts, allowable methods, control of ground water, and appropriate tolerances with the chosen method.
 - i. Perform one (1) site visit to verify preliminary design.
3. Preliminary Traffic Control and Detour Plan Preparation.
 - a. City and TxDOT typical traffic control details will be included as required.
4. Franchise Utility Coordination
 - a. Provide one set of drawings to each franchise utility encountered for their review. Request each franchise to mark up the drawings to show the size, type, and location of their utilities.
 - b. Coordinate with franchise utilities if any relocations are required. Notify City if any relocations will be required.
5. Prepare preliminary general notes and details, including City Standard Details where applicable.
6. Prepare preliminary technical specifications utilizing City Standard Specifications, and any special specifications.
7. Compile and prepare an updated opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area.

- a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

E. U.S. Army Corp of Engineer's Nationwide Permit 12 Memo (USACE NWP 12)

1. Engineer will prepare a memo discussing Corps Section 404 Permitting under a 'no notification' scenario that will include a description of selected General Conditions as well as a suggested list of BMPs required for compliance with TCEQ water quality certification. This memo can be used to document the thought process for using this permitting scenario and to provide the selected contractor with information relating to permit compliance. Though no coordination with the Corps is proposed, the activity will be authorized under a Federal permit. All terms and conditions of the permit must be met by the owner.
 - The memo will include, at a minimum, the following information:
 - Brief project description, including site sketches, as it relates to proposed impacts to waters of the U.S.;
 - Site visit photographs to document existing/preconstruction conditions;
 - A copy of the NWP 12 permit language with General Conditions;
 - State Water Quality Certifications and Conditions;
 - NWP Regional Conditions for Texas;
 - Cultural Resources information from readily available databases; and
 - Threatened and Endangered Species information from readily available databases.

F. Deliverables

1. Preliminary design submittal (60%)
 - a. Submit four (4) copies to City for review and comment.
 - b. Submittal shall include the following:
 - i. Preliminary design plans (22"x34")
 - ii. Preliminary technical specifications (table of contents)
 - iii. Geotech report
 - iv. Soil Resistivity Report
 - v. NWP 12 Memo
 - vi. Opinion of probable construction cost

G. Meetings

1. Attend one (1) meeting with City to kick-off preliminary design.
2. Attend one (1) meeting with City on-site prior to submittal of preliminary plans, if required.

3. Attend one (1) meeting with City to present and review the preliminary design submittal

Task 4 – FINAL DESIGN

A. Final Waterline and Sanitary Sewer Design

1. Incorporate the preliminary design submittal review comments (one (1) round of comments is anticipated in proposed effort).
2. Prepare updated opinion of probable construction cost.
 - a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
3. Incorporate franchise utility investigation information
4. Incorporate cathodic protection study, details and technical specifications.
5. Incorporate details and technical specifications.
6. Include structural plans/details for meter vault and PRV vault.
7. Prepare surface repair sheets and details as necessary.
8. Prepare final abandonment layout sheet and letter for TxDOT submittal.
9. Prepare Project Manual using City Standard Construction Contract Documents.

B. Deliverables:

1. Final Design Submittal (95%)
 - a. Submit four (4) copies to the City for review and comment.
 - b. Submittal shall include the following:
 - i. Final design drawings
 - ii. Final design project manual
 - iii. Opinion of probable construction cost

C. Meetings

1. One (1) meeting with City to review Final Design Submittal.

Task 5 – CONSTRUCTION CONTRACT DOCUMENTS

A. Bidding Construction Contract Documents

1. Incorporate City comments from 95% design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
2. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the City during final design.

B. Deliverables:

1. Construction Contract Documents Submittal
 - a. Submit four (4) copies to the City for bidding.
 - b. Submittal shall include the following:
 - i. Bid drawings
 - ii. Bid project manual
 - iii. Opinion of probable construction cost

Task 6 – BID PHASE SERVICES

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:
 - a. Preparation of addenda and delivery to City for distribution to plans holders.
 - b. Responses to questions submitted by plans holders.
 - c. Attend bid opening facilitated by City.
 - d. Preparation of bid tabulation.
 - e. Preparation of recommendation of award letter.
4. Conformance plans and specifications
 - a. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
 - i. Provide up to four (4) sets to City for execution.

Task 7 – CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
 - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - a. Visit the construction site up to thirty (30) times during construction to perform construction observation. 18 months construction time is assumed.
 - b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
 - c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
 - d. Hold monthly meetings with the contractor, either on site or off site for up to eighteen (18) meetings.
3. Recommendations with Respect to Defective Work
 - a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.
4. Clarifications and Interpretations
 - a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.
5. Change Orders
 - a. Recommend change orders to City, as appropriate.
 - b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
6. Shop Drawings and Samples

- a. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to fifty (50) shop drawings.
7. Substitutes and “or-equal”
 - a. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
 - b. Provide recommendations to City
8. Inspections and Tests
 - a. Review certificates of inspections and tests within ENGINEER’s area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.
9. Disagreements between City and Contractor
 - a. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor’s work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.
10. Final Walkthrough and Punchlist Preparation
 - a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - i. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work.

ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

- b. Compile punch list from information gathered during final walkthrough with City and Contractor.

Task 8 – RECORD DRAWINGS

A. Record Drawings

1. Obtain and review comments and field changes on the construction plans from City and Contractor.
2. Prepare record drawings based on comments and field changes. The ENGINEER will not be providing resident engineering services and will not be observing on a full-time basis, and will therefore not seal the record drawings. The record drawings will be provided in the following format:
 - a. (1) Mylar hardcopy full-size (22"x34")
 - b. PDF electronic copy

Task 9 – PERMITTING

A. Permitting

1. The City will be responsible for administration of TxDOT UIR permits. The ENGINEER will prepare exhibits for permit submittal.
2. The ENGINEER will aid the City in coordinating the Utility Agreement (U-35) with TxDOT and prepare reimbursement invoices as necessary. This also includes providing betterment calculations and coordination efforts with TxDOT, and their designated Utility Coordinator.
3. The ENGINEER will coordinate with TxDOT's Utility Coordinator to determine resolution of conflict matrix.

Task 10 – SURVEY AND EASEMENTS

A. Design Survey

1. Utility and Property Owner Coordination
 - a. Coordinate with DIG TESS and City of Denton to locate and mark existing franchise and public utilities prior to performing the field survey.
 - b. Coordinate with Engineer Real Estate Agent on Right of Entries for up to fifty-five (55) parcels.
2. Design Survey

- a. The limits of the survey shall be a 100-foot wide alignment generally along IH-35, and along various crossings as shown on the Project Location Map. The topographic survey will be approximately 36,000 linear feet.
- b. Establish up to ten (10) horizontal control points based on the City of Denton Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.
- c. Establish a vertical control benchmark circuit tied to the City of Denton benchmark system, specific for this project, as well as tie into the TxDOT control.
- d. Perform a field survey to identify and locate all existing topographic elements within the alignment corridor including, but not limited to, the following:
 - i. Property pins
 - ii. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - iii. Lane Striping (where applicable)
 - iv. Driveways
 - v. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 - vi. Culverts and bridges
 - vii. Guardrail
 - viii. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - ix. Traffic signal poles, cabinets, and other signal equipment
 - x. Signs (excluding temporary signs)
 - xi. Trees, 6-inch caliper and up (center of trunk as well as dripline)
 - xii. Buildings
 - xiii. Retaining walls
 - xiv. Fence limits and material types
 - xv. Other applicable physical features that could impact design:
 - a) Field ties to the existing edge of pavement on Interstate Hwy 35.
 - b) Field sketches of utility manholes and structures.
 - c) Prepare a final topographic drawings in a digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

B. Easement Preparation

1. Upon receiving approval of 60% design drawings, ENGINEER will prepare up to fifty-five (55) permanent water line easements and up to fifty-five (55) temporary construction easements (which may be shown on the permanent easement document).
2. Easement instruments will consist of metes and bounds descriptions and exhibits.

Task 11 – EASEMENT ACQUISITION SERVICES**A. Easement Acquisition Services**

ENGINEER will coordinate with the Real Estate Agent to aid in property acquisition services for up to two (2) hours per parcel.

ENGINEER will perform the following services for this task:

1. ENGINEER's Real Estate Agent shall provide appraisals for proposed easements on up to fifty-five (55) parcels for the proposed lines. Appraisals will be approved by the City prior to beginning negotiations with property owners. The appraisals will be prepared by State Certified Appraisers in accordance with the Uniform Standards of Professional Appraisal Practice Act (USPAP). The appraisals will be suitable for use in condemnation proceedings, if necessary.
2. ENGINEER's Real Estate Agent shall engage an independent Appraisal Reviewer to submit an Appraisal Review to accompany any appraisal completed for up to fifty-five (55) parcels.
3. Provide property negotiation services for up to fifty-five (55) parcels for the proposed line as follows:
 - a. The offer to purchase the properties will be based on the appraisals as indicated above. The City will establish the value to be used in negotiation and the range of negotiating authority to be given to the right-of-way agent. ENGINEER's Real Estate Agent will provide the services of qualified right-of-way agents to secure the required right-of-way for the project. The right-of-way agents will provide each property owner a copy of The Texas Landowner Bill of Rights, but will NOT be required to provide negotiation services under the Uniform Relocation and Acquisition Act (Uniform Act).
 - b. ENGINEER's Real Estate Agent will negotiate on behalf of the City and utilize conveyance documents and other necessary forms as prescribed by the City. ENGINEER's Real Estate Agent will provide a good faith effort to acquire the rights-of-way through a negotiation process, which will generally consist of three (3) contacts with the property owner, or his authorized representative. A maximum of five (5) total contacts will be provided to reach an agreement with the property owner, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail. If the schedule for acquisition of the right-of-way or other factors arise, which make it expedient, travel outside the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically

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

Task 12 – CONFLICT ANALYSIS

A. Conflict Analysis

- a. I-35 (from I-35E/I-35W split to south Denton County Line) Schematic Review: Review proposed TxDOT ROW maps and proposed roadway alignment schematics as compared to the existing CITY water and sanitary sewer maps.

Identify potential conflicts between proposed TxDOT ROW, proposed roadway, water and sanitary sewer utilities.

- b. Site Visits to Conflict Areas: After conflict identification, perform site visit to obtain additional information not shown on maps and schematics.
- c. Coordination with CITY regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.
- d. Coordination with TxDOT regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.

B. Deliverables:

- a. Meeting notes and action items for each attending party from the coordination efforts.
- b. Conceptual map identifying conflicts and conceptual OPCC.

Task 13 – LIFT STATION PRELIMINARY ENGINEERING REPORT

A. Prepare Preliminary Engineering Report (PER) for Lift Station Relocations

1. This task assumes that both the Border-Cowboy Lift Station on Barthold Road and the Love's Lift Station on Milam Road are in direct conflict with proposed TxDOT ROW and road widening and will need to be relocated. The following tasks will be performed:
2. Prepare and Submit a Preliminary Engineering Report per the City's specifications for review including:
 - a. Lift Station Capacity
 - b. System and Pump Curves
 - c. Wet Well Sizing
 1. Sized to accommodate existing flows and/or original PER
 2. No additional sewer basin analysis is included in this task
 - e. Site Access and Security per TCEQ
 - f. Flood Protection
 - h. Emergency Power (portable)

B. Deliverables

- a. Digital .PDF copy of draft and final technical memorandum.

C. Meetings

- a. Conduct one (1) review meeting with City.

- b. Revise PER based on City comments.

Task 14 – LIFT STATION PRELIMINARY AND FINAL DESIGN

A. Preliminary Lift Station Design

1. Prepare a preliminary site layout, including drainage, paving, yard piping and station configuration (for each lift station).
2. Prepare electrical site layout
3. Coordination with primary electric provider for design
4. Prepare a preliminary lift station design including:
 - a. Average and peak flow confirmation
 - b. Hydraulic analysis
 - c. Internal piping and valve layout
 - d. Lift station cross-sections
5. Submit preliminary design to the City for review and comment.

B. Final Lift Station Design

1. Prepare engineering plan sheets and specifications in accordance with the preliminary design and for permitting and processing.
2. The plans will include (for each lift station):
 - i. Civil sheets: general notes, site plan, grading plan, piping plan, security fence details, lift station mechanical plans and details
 - ii. Electrical sheets: general notes, site plan, grounding layout, section and elevations, one-line diagram, pump control schematic, SCADA layout, portable generator connection, and electrical details.
 - iii. Structural sheets: general notes, structural details for wet well, valve vault, meter vault (if required) and slab-on-grade and specifications.
3. Specifications shall include technical specifications for materials and installation of the proposed facilities.

C. Deliverables

1. Preliminary design submittal (60%)
 - a. Submit four (4) copies to City for review and comment.
 - b. Submittal shall include the following:
 - vii. Preliminary design plans (22"x34")
 - viii. Preliminary technical specifications (table of contents)
 - ix. Opinion of probable construction cost.
2. Final design submittal (90%)
 - c. Submit four (4) copies to City for review and comment.

- d. Submittal shall include the following:
 - x. Preliminary design plans (22"x34")
 - xi. Preliminary technical specifications (table of contents)
 - xii. Opinion of probable construction cost

D. Meetings

1. Attend one (1) meeting with City to kick-off preliminary design.
2. Attend one (1) meeting with City on-site prior to submittal of preliminary plans, if required.
3. Attend one (1) meeting with City to present and review the preliminary design submittal

Task 15 – LIFT STATION BID PHASE SERVICES

This task assumes the lift stations to be bid as one bid package with the utility relocations. The services shown below will be performed concurrently with Task 6.

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:
 - f. Preparation of addenda and delivery to City for distribution to plans holders.
 - g. Responses to questions submitted by plans holders.
 - h. Attend bid opening facilitated by City.
 - i. Preparation of bid tabulation.
 - j. Preparation of recommendation of award letter.
4. Conformance plans and specifications
 - b. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
 - ii. Provide up to four (4) sets to City for execution.

Task 16 – LIFT STATION CONSTRUCTION PHASE SERVICES

This task assumes the lift stations to be constructed concurrently with the utility relocations. The services shown below are similar to Task 7.

A. Construction Phase Services

1. Pre-Construction Conference
 - b. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - e. Visit the construction site up to two (2) times during construction to perform construction observation. 18 months construction time is assumed.
 - f. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
 - g. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
 - h. Hold monthly meetings with the contractor, either on site or off site for up to eighteen (18) meetings.
3. Recommendations with Respect to Defective Work
 - b. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.
4. Clarifications and Interpretations
 - b. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.
5. Change Orders
 - c. Recommend change orders to City, as appropriate.
 - d. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
6. Shop Drawings and Samples

- b. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to twenty (20) shop drawings.
7. Substitutes and “or-equal”
 - c. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
 - d. Provide recommendations to City
8. Inspections and Tests
 - b. Review certificates of inspections and tests within ENGINEER’s area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.
9. Disagreements between City and Contractor
 - b. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor’s work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.
10. Final Walkthrough and Punchlist Preparation
 - c. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - ii. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work.

ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

- d. Compile punch list from information gathered during final walkthrough with City and Contractor.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

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

- Redesign to reflect project scope changes requested by the CITY or TxDOT, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.
- Additional Construction Site Visits
- Additional Construction Shop Drawing and Sample Review and Comment
- Additional Traffic Control Plan Details
- Traffic signal design
- Sidewalk design
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Preparation for and attendance at public meetings
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Construction management and inspection services.
- Performance of materials or specialty testing services.
- Services necessary due to default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to Survey Construction Staking.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Retaining wall design
- "Value engineering" after bidding
- Multiple bid packages
- Traffic studies or reports
- SWPPP inspections / coordination
- Any services not listed in the Scope of Services

ATTACHMENT "B"

Compensation for Engineering Design Related Services for:

**IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)**

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be a total not-to-exceed \$2,396,300** for all services including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

For Tasks 1-16 the total compensation shall be on a reimbursable (hourly) basis and not to exceed **\$2,396,300**.

Progress payments for shall be paid monthly based on the actual work satisfactorily completed per month in each phase, with the following amounts of the total compensation for each phase of the Project:

Utility Relocations:

• Task 1 – Design Management	\$73,000
• Task 2 – Alignment Study	\$106,000
• Task 3 – Preliminary Design	\$469,200
• Task 4 – Final Design	\$203,300
• Task 5 – Construction Contract Documents	\$41,700
• Task 6 – Bid Phase Services	\$30,500
• Task 7 – Construction Phase Services	\$146,000
• Task 8 – Record Drawings Preparation	\$35,100
• Task 9 – Permitting	\$81,000
• Task 10 – Survey and Easements	\$269,000
• Task 11 – Easement Acquisition Services	\$747,900
• <u>Task 12 – Conflict Analysis</u>	<u>\$25,000</u>
Subtotal:	\$2,227,700

Lift Station Relocations:

• Task 13 – Lift Station Preliminary Engineering Report (PER)	\$35,200
• Task 14 – Lift Station Preliminary and Final Design	\$104,300
• Task 15 – Lift Station Bid Phase Services	\$6,300
• <u>Task 16 – Lift Station Construction Phase Services</u>	<u>\$22,800</u>
Subtotal:	\$168,600

Grand Total \$2,396,300

ENGINEER will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. ENGINEER reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house

reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ATTACHMENT “C”

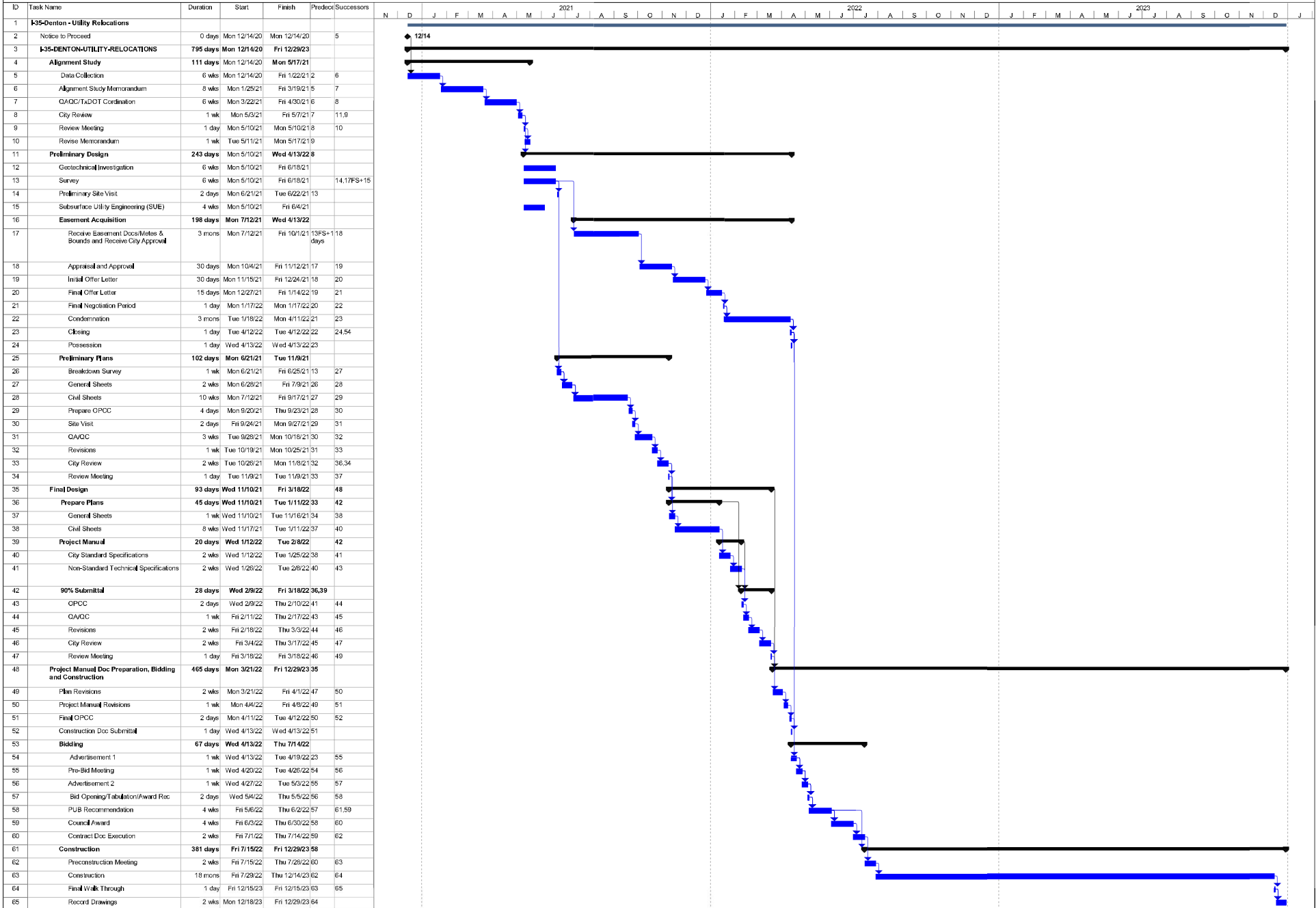
CHANGES AND AMENDMENTS TO STANDARD AGREEMENT

Design Services for

**IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)**

No modifications to the Standard Agreement are necessary for this project.

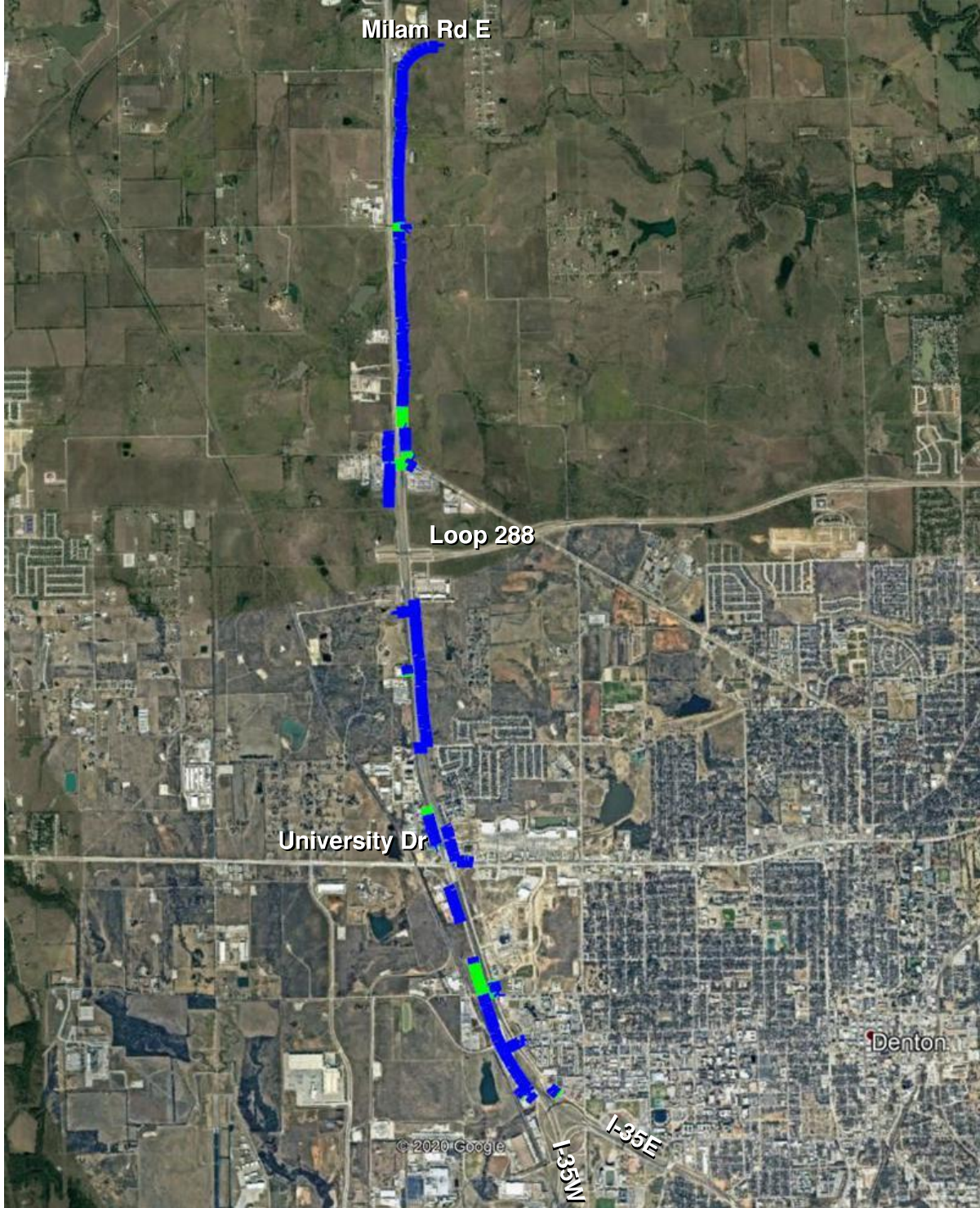
Attachment D - I-35 - City of Denton - Utility Relocations
PROJECT SCHEDULE



Project: 2018-04_100986-Clear-Fork_LS
Date: Fri 10/9/20

Task	Summary	External Milestone	Inactive Summary	Manual Summary Rollup	Finish-only
Split	Project Summary	Inactive Task	Manual Task	Manual Summary	Progress
Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	Deadline

ATTACHMENT "E"
PROJECT LOCATION MAP
for
IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)



**FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
PSA 6590-095**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 6590-095 (“Amendment”) by and between the City of Denton, Texas (“City”) and Kimley-Horn and Associates, Inc. (“Engineer”); to that certain contract executed on December 17, 2020, in the original not-to-exceed amount of \$2,396,300 (the “Agreement”); for services related to the IH-35 from I-35E-35W Split to Milam Road.

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$15,000 with this Amendment for an aggregate not-to-exceed amount of \$2,411,300; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:


1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the design of intersection improvements for the Small Transportation Project, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A” to this Amendment, attached hereto and incorporated herein for all purposes, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$15,000.
2. This Amendment modifies the Agreement amount to provide an additional \$15,000 for the additional services with a revised aggregate not to exceed total of \$2,411,300.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 05/25/2021.

“City”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: 
DocuSigned by:
160CB6AB623F4F0...
CRYSTAL WESTBROOK, SENIOR BUYER

“Engineer”

KIMLEY-HORN AND ASSOCIATES, INC.

By:  Vice President
DocuSigned by:
D1B5A80061EE4E9
AUTHORIZED SIGNOR, TITLE

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


 Stephen D. Gay
DocuSigned by:
FEB48BB9726E4A9...
SIGNATURE PRINTED NAME
Director, water and wastewater
TITLE
water and wastewater
DEPARTMENT

EXHIBIT A

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
ADDITIONAL SERVICES**

Professional Services Agreement:
**IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)**
Amendment Scope of Services

This is Amendment Number 01 to the Professional Service Agreement (6590-095) between Kimley-Horn and Associates, Inc. (ENGINEER) and the City of Denton (City) executed on December 18, 2020.

Scope of Services

The CITY has requested that the ENGINEER perform additional services to analyze the sewer basin projected flows for potential development in the Milam Creek to Loop 288 area to evaluate and determine the appropriate size of sewer infrastructure needed to meet peak flows for the proposed developments.

Task 17 – Sewer Basin Planning

ENGINEER will perform the following additional services:

1. Data Collection

Perform data collection necessary for the determination of the appropriate size of sewer facilities needed to meet peak flow demands. The City is to provide the number and size of developments to perform the analysis on. Data collection shall include obtaining and organizing the following:

- Confirmation from City on development location and projected flows
- Existing sewer lines in the area that will serve the development.
- Current or future City projects in the Pecan Creek Basin that are increasing capacities in the sewer system

2. Sewer Basin Analysis and Estimated Costs

Analyze and evaluate the proposed sewer basins for up to two (2) options. ENGINEER will rely upon information provided by the City for reaching a point downstream in the Pecan Creek Basin that can handle the additional flow from proposed development. The ENGINEER will not be responsible for analyzing the existing flows in the Pecan Creek or Milam Creek Basins

- ENGINEER will develop a wastewater Capital Improvement Plan that identifies projects to be constructed including the following tasks:
 - Develop and utilize a costing methodology to provide opinions of probable construction costs for the two (2) options.

3. Technical Memorandum

Prepare a technical memorandum summarizing the finding of the analysis and recommendations which includes:

- Introduction
- List of Design Assumptions
- Existing and Proposed System Description
- Conclusion stating the overall findings of the analysis
- Appendix (Supporting Data and Calculations)

MEETINGS

The following is a list of meetings we anticipate will be required for the approval of the Sewer Basin Analysis.

- (1) Meeting with City staff to review and discuss design criteria and existing system information.
- (1) Meeting with City staff to discuss the Sewer Basin development and results of the analysis.

DELIVERABLES

Deliverables for the project will include:

- Three (3) copies of the technical memorandum

SCHEDULE

We will complete the services for Task 2-3 within 14 calendar days after completion of Task 1.

Compensation

The additional services described above will be accommodated by increasing the contract amount by \$15,000. The following table summarizes the revised contract amount:

Task	Original Contract	Amendment No. 1	Revised Contract
Task 1 – Design Management	\$73,000	-	\$73,000
Task 2 – Alignment Study	\$106,000	-	\$106,000
Task 3 – Preliminary Design	\$469,200	-	\$469,200
Task 4 – Final Design	\$203,300	-	\$203,300
Task 5 – Construction Contract Documents	\$41,700	-	\$41,700
Task 6 – Bid Phase Services	\$30,500	-	\$30,500
Task 7 – Construction Phase Services	\$146,000	-	\$146,000

Amendment No. 1
IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)

May 12, 2021

Task 8 – Record Drawings Preparation	\$35,100	-	\$35,100
Task 9 – Permitting	\$81,000	-	\$81,000
Task 10 – Survey and Easements	\$269,000	-	\$269,000
Task 11 – Easement Acquisition Services	\$747,900	-	\$747,900
Task 12 – Conflict Analysis	\$25,000	-	\$25,000
Task 13 – Lift Station Preliminary Engineering Report (PER)	\$35,200	-	\$35,200
Task 14 – Lift Station Prelim/Final Design	\$104,300	-	\$104,300
Task 15 – Lift Station Bid Phase Services	\$6,300	-	\$6,300
Task 16 – Lift Station Const. Phase Services	\$22,800	-	\$22,800
Task 17 – Sewer Basin Planning	-	\$15,000	\$15,000
Totals:	\$2,396,300	\$15,000	\$2,411,300

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

BY:
CITY OF DENTON, TEXAS

BY:
ENGINEER
Kimley-Horn and Associates, Inc

Title: _____

Title: John Atkins, Vice President

Date: _____

Date: _____

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam)**
 KHA No. **0610240xx**
 PM: **Chris Igo**

Task Budget Summary

No.	Task Name	Hours	Task 700		Task 888	Subtotal
			Labor	Expenses	Office Exp.	
100	Design Mgmt	248	\$ 54,000	\$ 16,500	\$ 2,500	\$ 73,000
200	Align Routing-Esmt ID	452	\$ 101,300		\$ 4,700	\$ 106,000
201	Prelim Design	1,478	\$ 334,400	\$ 119,400	\$ 15,400	\$ 469,200
202	Final Design	873	\$ 194,300		\$ 9,000	\$ 203,300
203	Contract Docs	200	\$ 39,800		\$ 1,900	\$ 41,700
204	Bidding Services	131	\$ 29,100		\$ 1,400	\$ 30,500
205	CCA	607	\$ 136,900	\$ 2,800	\$ 6,300	\$ 146,000
206	Record Drawings	158	\$ 33,500		\$ 1,600	\$ 35,100
207	Permitting	345	\$ 77,400		\$ 3,600	\$ 81,000
208	Survey and Easements	1,014	\$ 188,600	\$ 71,700	\$ 8,700	\$ 269,000
209	Easement Acquisition	180	\$ 41,900	\$ 704,000	\$ 2,000	\$ 747,900
210	Conflict Analysis	106	\$ 23,900		\$ 1,100	\$ 25,000
213	LS PER	155	\$ 33,600		\$ 1,600	\$ 35,200
214	LS Prelim and Final Desi	386	\$ 84,900	\$ 15,400	\$ 4,000	\$ 104,300
215	LS Bidding	26	\$ 6,000		\$ 300	\$ 6,300
216	LS CCA	81	\$ 16,500	\$ 5,500	\$ 800	\$ 22,800
217	Sewer Basin Planning	61	\$ 14,000	\$ 300	\$ 700	\$ 15,000
777	Contingency				\$ -	
TOTALS:		6,501	\$ 1,410,100	\$ 935,600	\$ 65,600	\$ 2,411,300

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal

Project Budget Summary	
Labor:	\$ 1,410,100
Expenses:	\$ 1,001,200
TOTAL:	\$ 2,411,300

Water		
CSJ 090	Kimley Horn Contract	\$470,020
	City Staff Time	\$252,836
CSJ 087	Kimley Horn Contract	\$572,112
	City Staff Time	\$307,753
CSJ 074	Kimley Horn Contract	\$708,898
	City Staff Time	\$381,335
Wastewater		
CSJ 090	Kimley Horn Contract	\$387,075
	City Staff Time	\$208,217
CSJ 087	Kimley Horn Contract	\$245,742
	City Staff Time	\$132,191
CSJ 074	Kimley Horn Contract	\$27,454
	City Staff Time	\$14,768
	Kimley Horn Contract Subtotal	\$2,411,300
	City Staff Time Subtotal	\$1,297,100
	Engineering and City Staff Time Total (Shown as a percentage of construction)	\$3,708,400

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **334,400**
 Expenses: \$ **119,400**
 Allocation: \$ **15,400**
TOTAL: \$ 469,200

Task Information

Number: **201**
 Name: **Prelim Design**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II					Senior Professional I					Professional					Subtotal	(Hrs)	Expenses (\$)
		P8	P7	P5	P3	B5													
a) Preliminary Design																			
i) Field Verification			16	16	16												48		
ii) Prelim WL/SS/RC Layout				10	10												20		
iii) Prelim WL/SS/RC Plans																			
Cover Sheet				1	2												3		
Control Sheets (2)				2	4												6		
Overall WL Layout Sheet				1	6												7		
Overall SS Layout Sheet				1	6												7		
P&P (WL) ~ 40 sheets (.5/2/3/8)	20	80	120	320													540		
P&P (FM/SS) ~ 23 sheets (.5/2/4/8)	10	50	90	184													334		
iv) TCP			8	2	20												30		
v) Franchise Utility Coord				10	10												20		
vi) Gen Notes/Index/Legend				2	6												8		
vii) City Std Dtls				1	4												5		
viii) WL Connection Dtls				4	20												24		
ix) Prelim Tech Specs				4	20												24		
x) OPCC			2	4	30												36		
xi) deliverables			4	4	6												14		
xii) Meetings																			
(1) Kickoff Meeting			4	4	4												12		
(2) On-Site Meeting			8	8	8												24		
(3) Prelim Plan Review Meeting			4	4	5												13		
b) design survey		see survey & easements task																	
c) geotechnical engineering			2	4	8												14	\$ 43,000	
d) Subsurface Utility Engineering				2	4												6	\$ 22,000	
f) easement instruments (55)		See survey & easements task																	
																		\$ 35,500	
g) Tunnel/Bore Design			8	20	8												36		
h) Meter Vault Station Design			16	40	60												116	\$ 6,000	
i) PRV Vault Design			8	20	30												58	\$ 2,000	
2.5 NWP 12 Memo			10	10	40												60		
QC and Review with Client			1	1	10												12		
Submit to Client					1												1		

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **334,400**
 Expenses: \$ **119,400**
 Allocation: \$ **15,400**
TOTAL: \$ 469,200

Task Information

Number: **201**
 Name: **Prelim Design**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Professional Level										(Hrs)	Expenses (\$)		
		P8	P7	P5	P3	B5									Subtotal
Subtotals:		30	221	385	842									1478	\$ 108,500

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **77,400**
 Expenses: \$ **-**
 Allocation: \$ **3,600**
TOTAL: \$ 81,000

Task Information

Number: **207**
 Name: **Permitting**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II								Senior Professional I								Professional I								Professional								Subtotal							
		P8	P7	P5	P3	B5																																		(Hrs)	Expenses (\$)
a) TxDOT UIR Permit			2	20	20																																42				
b) Coordinate Utility Agreement w/TxDOT			20	100	120																																240				
c) Franchise Utility Coordination			1	20	42																																63				
Subtotals:			23	140	182																																345	\$ -			

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **41,900**
 Expenses: \$ **704,000**
 Allocation: \$ **2,000**
TOTAL: \$ 747,900

Task Information

Number: **209**
 Name: **Easement Acquisition**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Professional Staff										(Hrs)	Expenses (\$)																																						
		P8	P7	P5	P3	B5									Subtotal																																				
Property Acquisition Subconsultant																																																			
Right of Entries (55)																\$ 44,000																																			
Title and Closing Services (55)																\$ 27,500																																			
Negotiation Services (55)																\$ 247,500																																			
Appraisal Service (Land Only) (40)																\$ 171,000																																			
Appraisal Service (Improved Property) (15)																\$ 62,000																																			
Appraisal Review (55)																\$ 88,000																																			
Sub Coordination			20	100	60										180																																				
<table border="1"> <thead> <tr> <th>CobbFendley Service Items</th> <th>Anticipated Units/Parcels</th> <th>Unit/Parcel Rate</th> <th>Fee Amount</th> </tr> </thead> <tbody> <tr> <td>Right-of-Entries</td> <td>55</td> <td>\$880.00</td> <td>\$48,400.00</td> </tr> <tr> <td>Title and Closing Services</td> <td>55</td> <td>\$550.00</td> <td>\$30,250.00</td> </tr> <tr> <td>Negotiation Services</td> <td>55</td> <td>\$4,950.00</td> <td>\$272,250.00</td> </tr> <tr> <td>Appraisal Service (Land Only)</td> <td>45</td> <td>\$4,180.00</td> <td>\$188,100.00</td> </tr> <tr> <td>Appraisal Service (Improved Property)</td> <td>10</td> <td>\$6,820.00</td> <td>\$68,200.00</td> </tr> <tr> <td>Appraisal Review Services</td> <td>55</td> <td>\$1,760.00</td> <td>\$96,800.00</td> </tr> <tr> <td>Engineer Assistance</td> <td>170.5</td> <td>\$257.50</td> <td>\$43,900.00</td> </tr> <tr> <td>TOTAL SERVICES FEE</td> <td></td> <td></td> <td>\$747,900.00</td> </tr> </tbody> </table>																CobbFendley Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount	Right-of-Entries	55	\$880.00	\$48,400.00	Title and Closing Services	55	\$550.00	\$30,250.00	Negotiation Services	55	\$4,950.00	\$272,250.00	Appraisal Service (Land Only)	45	\$4,180.00	\$188,100.00	Appraisal Service (Improved Property)	10	\$6,820.00	\$68,200.00	Appraisal Review Services	55	\$1,760.00	\$96,800.00	Engineer Assistance	170.5	\$257.50	\$43,900.00	TOTAL SERVICES FEE			\$747,900.00
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TOTAL SERVICES FEE			\$747,900.00																																																
Subtotals:			20	100	60										180	\$ 640,000																																			

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **84,900**
 Expenses: \$ **15,400**
 Allocation: \$ **4,000**
TOTAL: \$ 104,300

Task Information

Number: **214**
 Name: **LS Prelim and Final Desi**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Resource Allocation								(Hrs)	Expenses (\$)
		P7	P5	P3	B5	Senior Professional I	Senior Professional II	Professional I	Professional		
Lift Station Prelim Design (for (2) LS, 100 gpm and 250 gpm)											\$ 4,000
2.2 Prelim Design Considerations											
Site Layout meeting with Client											
Meeting prep		4	4	16						24	
Attend meeting		8	8							16	
Document meeting results		4	4	16						24	
2.3 Prelim Design (Site Civil)											
Site visit - field verify survey and SUE			4	8						12	
LS site plan											
General sheets (2), cover, gen notes			4	10						14	
Dimension Control sheet (1)			4	6						10	
LS site plan sheet (1)			4	20						24	
LS grading plan sheet (1)			4	10						14	
LS details sheet (1) pumps and piping			4	16						20	
Ex LS Demolition sheet (1)			4	4						8	
Ex LS Site grading sheet (1)			4	20						24	
2.4 Sub Coordination - Electrical			4	4						8	\$ 10,000
Lift Station Final Design											
3.1 Plan and Tech Spec											
Civil plans											
General sheets (2), cover, gen notes			2	4						6	
Dimension Control sheet (1)				2	2					4	
LS site plan sheet (1)		2	2	4						8	
LS grading plan sheet (1)			2	6						8	
LS details sheet (1) pumps and piping		2	10	20						32	
LS fence and gate details			3	10						13	
LS details sheets (2) Structural			10	20						30	
LS, Valve Vt, Meter Vt, Gen Pad, Transformer Pad, Odor Control Pad											
Erosion Control sheet (1)			2	2						4	
Ex LS Demolition sheet (1)			2	2						4	
Ex LS Site grading sheet (1)			2	2						4	
Technical Specs											
Division 02 Site Work (13 specs)			12	18	7					37	
Division 09 Finishes (2 specs)			2	4						6	
Division 11 Equipment (2 specs)			10	10						20	
Division 13 Instrumentation (4 specs)											
Coordination with Elect Sub			4	2						6	
Division 16 Electrical (12 specs)											
Coordination with Elect Sub			4	2						6	

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **84,900**
 Expenses: \$ **15,400**
 Allocation: \$ **4,000**
TOTAL: \$ 104,300

Task Information

Number: **214**
 Name: **LS Prelim and Final Desi**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	<div style="display: flex; justify-content: space-around; font-size: small;"> Senior Professional I Senior Professional I Professional Professional </div>										Subtotal	(Hrs)	Expenses (\$)	
		P7	P5	P3	B5										
Subtotals:			20	121	238	7								386	\$ 14,000

Hourly Fee Schedule

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

B	ANALYST	115.00
B1	ANALYST	120.00
B2	ANALYST	130.00
B3	ANALYST	140.00
B4	PROFESSIONAL	170.00
B5	PROFESSIONAL	190.00
B6	SENIOR PROFESSIONAL I	210.00
B7	SENIOR PROFESSIONAL I	230.00
B8	SENIOR PROFESSIONAL II	250.00
CO3	SENIOR TECHNICAL SUPPORT	150.00
CO4	SENIOR TECHNICAL SUPPORT	160.00
CO5	SENIOR TECHNICAL SUPPORT	170.00
CO6	SENIOR TECHNICAL SUPPORT	180.00
D7	SENIOR TECHNICAL SUPPORT	190.00
D8	SENIOR TECHNICAL SUPPORT	200.00
E1	SENIOR PROFESSIONAL II	270.00
E2	SENIOR PROFESSIONAL II	270.00
E3	SENIOR PROFESSIONAL II	270.00
E4	SENIOR PROFESSIONAL II	270.00
N1	SUPPORT STAFF	85.00
N2	SUPPORT STAFF	90.00
N3	SUPPORT STAFF	100.00
N4	SUPPORT STAFF	115.00
N5	SUPPORT STAFF	120.00
N6	SUPPORT STAFF	125.00
P	ANALYST	160.00
P1	ANALYST	170.00
P2	ANALYST	185.00
P3	PROFESSIONAL	195.00
P4	PROFESSIONAL	215.00
P5	SENIOR PROFESSIONAL I	230.00
P6	SENIOR PROFESSIONAL I	250.00
P7	SENIOR PROFESSIONAL I	260.00
P8	SENIOR PROFESSIONAL II	275.00
T1	TECHNICAL SUPPORT	90.00
T2	TECHNICAL SUPPORT	95.00
T3	TECHNICAL SUPPORT	100.00
T4	TECHNICAL SUPPORT	105.00
T5	SENIOR TECHNICAL SUPPORT	120.00
T6	SENIOR TECHNICAL SUPPORT	130.00
T7	SENIOR TECHNICAL SUPPORT	145.00
TS1	TECHNICAL SUPPORT	75.00
TS2	TECHNICAL SUPPORT	90.00
TS3	TECHNICAL SUPPORT	95.00
TS4	TECHNICAL SUPPORT	100.00
TS5	TECHNICAL SUPPORT	105.00
X5	ANALYST	125.00
X6	ANALYST	135.00
X7	PROFESSIONAL	165.00
X8	SENIOR PROFESSIONAL I	185.00

Effective September 2020 and subject to revision.

3rd Party Inspection Services

Raba Kistner

ORDINANCE NO. 23-1486

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RABA KISTNER, INC., FOR CONSTRUCTION INSPECTION SERVICES FOR THE RELOCATION OF WATER AND WASTEWATER UTILITIES ALONG I-35 IN SUPPORT OF THE TEXAS DEPARTMENT OF TRANSPORTATION FREEWAY WIDENING PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7894-004 – PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES AWARDED TO RABA KISTNER, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$1,050,000.00).

WHEREAS, on March 22, 2022, the City Council approved a pre-qualified professional services list for construction inspection and construction management services for various Capital Investment Projects within the City of Denton (Ordinance 22-523), 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 Raba Kistner, Inc., for construction inspection services for the relocation of water and wastewater utilities along I-35 in support of the Texas Department of Transportation Freeway widening project for the Capital Projects Department, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

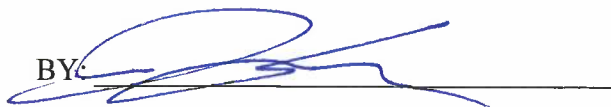
The motion to approve this ordinance was made by Brian Beck and seconded by Paul Meltzer. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vicki Byrd, District 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Beck, District 2:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paul Meltzer, District 3:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joe Holland, District 4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brandon Chase McGee, At Large Place 5:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Watts, At Large Place 6:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND APPROVED this the 15th day of August, 2023.



GERARD HUDSPETH, MAYOR

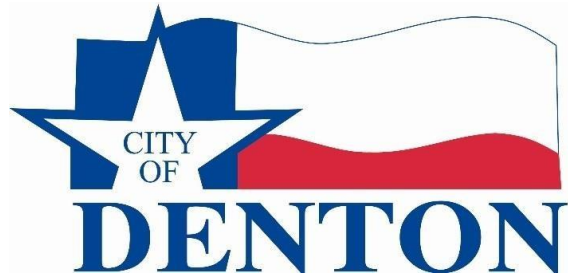
ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: 
Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o,
ou=City of Denton,
email=marcella.lunn@cityof
denton.com, c=US
Date: 2023.07.26 16:14:13
-05'00'



DocuSign City Council Transmittal Coversheet

PSA	7894-004
File Name	Inspection Services for I-35 Utility Relocations
Purchasing Contact	Cori Power
City Council Target Date	AUGUST 15, 2023
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	23-1486

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 Raba Kistner, Inc., with its corporate office at PO Box 690287, San Antonio, TX 78269 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Construction Inspection Services for I-35 Utility Relocations Projects (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 **\$1,050,000** in the manner and in accordance with the fee schedule as set forth in Attachment A. 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 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City’s Conflict of Interest Questionnaire.

R. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be

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

- Attachment A - Scope of Services, Compensation, and Project Schedule
- Attachment B – Conflict of Interest Questionnaire

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

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.

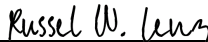
Duly executed by each party's designated representative to be effective on 08/15/2023.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:

 Sara Hensley, City Manager

BY:
ENGINEER
RABA KISTNER, INC.

DocuSigned by:
 Russel W. Lenz
 Authorized Signor

Title: President & COO

2023-1049342

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

DocuSigned by:
Traci Crain
7B469FAD71BC4F2...
Signature

Director of Capital Projects
Title

Engineering / Capital Projects
Department

ATTEST:
JESUS SALAZAR, CITY SECRETARY

DocuSigned by:
BY: *Jesus Salazar*
2437C77B897541D...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
BY: *Marcella Lunn*
4B070831B4AA438...

Attachment A

June 30, 2023

Proposed scope and pricing for City of Denton Inspection Contract, RFQ 7894-004

RABA KISTNER (RK) is pleased to submit our proposed pricing to provide the Construction Inspection Services for the City of Denton's I-35 Utility Relocation (Water/Wastewater) project.

I. PROJECT DESCRIPTION

The I-35 Utility Relocation Projects from the merge to Milam Road. The Scope of Work is to cover the Construction Administration Services including inspection. This Scope of Work is intended for the City to comply with Local Transportation Project Advance Funding Agreement, whereby the City has the responsibilities for the construction of the Project.

II. GENERAL REQUIREMENTS

Raba Kistner will provide the following services (if required):

Task A. - Utility Coordination

- Assist the City in the franchise utility coordination efforts during the preconstruction and construction phases.
- Prepare and maintain a list of potential franchise utility conflicts.
- Monitor each utility company's relocation efforts and schedule during the preconstruction and construction phases.
- Answer questions from the utility owners and attend monthly utility coordination meetings, including any project specific utility coordination meetings as necessary.
- Verify that the utility installations are in the locations per their designs and permits.

Task B. - Plan Constructability Review

- Review the plans for constructability and provide comments to the City with recommendations for improvement and cost saving measures (If needed).

Task C. - Project Inspections

Pre-Construction Phase

- Document the pre-construction conditions.
- Review the project plans and contract documents.

- Notify the City of any omissions, overages or under runs of the bid items.
- Attend the required pre-construction meeting with the contractor and with the public.

Construction Phase

- Verify that the project is built according to the plans and specifications, and all contract documents.
- Inspect contractor's work for adherence to the project's plans and specifications.
- Complete all fields in Procore, unless otherwise directed by the City' Staff.
- Perform inspections and review the construction of the Project to monitor compliance with the PS&E and document construction activities using daily reports, journal, logs, or other, as necessary.
- Verify all the specifications and special provision requirements are met for inspected items of work, such as, materials, construction, and measurements.
- Inspector shall attend any meetings required by the City to discuss specifications and action plans with regards to the pertinent bid items, e.g., Pre-Con meetings, Safety meetings, construction meetings etc.
- Coordinate with the City's Project Manager, to compare actual construction status with the Contractor's monthly update. Verify accuracy of the schedule, actual start dates, actual finish dates, and percent complete or remaining duration. Review the monthly Daily Work Reports (DWR).
- Perform SWP3 inspections in accordance with the frequency required by the City.
- Verify appropriate permits are in place for all contractor Project Specific Locations (PSL's).
- Provide reports of the results of tests performed on materials used in construction in accordance with the QAP as required.
- Report any issues with the contractor or citizens to City staff.
- Maintain red-line drawings of project to document field changes during construction.
- Maintain daily log record of project.
- Provide reports of Contractor compliance with DBE provisions of construction contract at the end of the project.
- Provide weekly pictures of construction progress to be transmitted to City with monthly construction estimate.
- Monitor the effects of weather (calendar-day projects) and other non-excusable impacts on the schedule and provide means to separate these from excusable impacts.
- Prepare pay estimates and quantities to be field verified with the contractor.
- Provide report of any accidents or incidents that occur in the Project area.

Post-Construction Phase

- Perform preliminary walk through with contractor to create punch-list of corrections.
- Ensure that all work required of the contractor has been completed.
- Schedule, attend and participate in the final inspection with City staff and the contractor.
- Prepare close-out documents required by the City.

We are proposing our Senior Inspector, William "Bill" Mason based on full time, during normal work hours (40+ hrs. /week) for the above referenced project with a tentative start date beginning upon the effective date of the contract. Normal work hours are defined as Monday through Friday, 7:30 am to 5:00 pm. Overtime rates will be assessed for services performed outside of normal work hours and/or after eight (8) hours of work per day. Following are the fee summary rates to provide the required services for the referenced project are:

<u>Inspector III (10-15)</u>	<u>\$95.00 /hr</u>
<u>Inspector IV (15-20)</u>	<u>\$110.00 /hr</u>
<u>Inspector V (20-25)</u>	<u>\$128.72 /hr</u>
<u>Field Engineer/EIT</u>	<u>\$144.21 /hr</u>
<u>Professional Engineer</u>	<u>\$193.25 /hr</u>
<u>Administrative Assistant</u>	<u>\$72.50 /hr</u>
<u>Project Manager</u>	<u>\$202.75 /hr</u>
<u>Project Principal</u>	<u>\$281.75 /hr</u>
Vehicle Travel Charges from our office to the project.....	\$0.65 /mile

Thank you for allowing **RK** the opportunity to submit our proposal, we are excited and looking forward to receiving our first task order or work agreement for providing construction inspection services for the city of Denton. If you have any questions concerning this proposal or need any additional information, please do not hesitate to contact me at tony.bokaie@rkci.com or call me at (214) 906-4430.

Very truly yours,

RABA KISTNER

Tony Bokaie, P.E., MSCE
North Texas Transportation Service line Manager

Attachment “E” Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

Not Applicable

- Utility Joint Use Agreement (ROW–U–JUA)
 - Plans with joint use area highlighted are included.

- RULIS Permit Number: DAL20230112140252 and DAL20230112135929
 - The utility should obtain an approved permit before the start of construction inside of the highway right of way.

- Quitclaim will be submitted at the Final Billing

Initial Date
TxDOT

Initial Date
Utility

Attachment “F” Eligibility Ratio

Not Applicable

Eligibility Ratio established: _____ %

- Non-interstate Highway (Calculations attached)
- Interstate Highway
- Toll Road (Minimum of 50%)
- SP2125 Approved Application (100%)
Minute Order #: _____
- Master Utility Agreement

Initial Date
TxDOT

Initial Date
Utility

Attachment "G" Betterment Calculation and Estimate

Not Applicable

- Elective Betterment Ratio established: _____ %
 - Calculation is attached and the justification is included below
 - A betterment and an in-kind estimate are included

- Forced Betterment
 - To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
 - To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
 - Due to proposed roadway design. (Provide explanation below)

- Not Applicable

A statement explaining Elective and/or Forced Betterment:

Initial Date
TxDOT

Initial Date
Utility

Attachment “H” Proof of Property Interest

Not Applicable

Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

Property interest is documented through applicable affidavits and required attachments.

ROW-U-Affidavit (See ROW Utilities Manual, Chapter 9, Section 3)

The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation for compensable interest is required. Supporting documentation for existing easements is required for easement replacement.

Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)

SP2125

Master Utility Agreement

Initial Date
TxDOT

Initial Date
Utility