

DocuSign City Council Transmittal Coversheet

RFQ	6590
File Name	Hickory Creek East
Purchasing Contact	Jamie Cogdell
City Council Target Date	May 22, 2018
Contract Value	240,000.00
Piggy Back Option	No
Contract Expiration	
Ordinance	

**PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECT OR ENGINEER
FILE 6590-011**

THIS AGREEMENT is made and entered into on _____, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "Owner" and TranSystems Corporation dba TranSystems Corporation Consultants, with its corporate office at 500 West Seventh Street, Suite 1100, Fort Worth, TX 76102 hereinafter called "Design Professional," acting herein, by and through their duly authorized representatives.

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

**SECTION 1
EMPLOYMENT OF DESIGN PROFESSIONAL**

The Owner hereby contracts with the Design Professional, a licensed Texas architect or engineer, as an independent contractor. The Design Professional hereby agrees to perform the services as described herein and in the Proposal, the General Conditions, and other attachments to this Agreement that are referenced in Section 5, in connection with the Project. The Project shall include, without limitation, the design of Hickory Creek Road East.

**SECTION 2
COMPENSATION**

The Owner shall compensate the Design Professional a total not to exceed amount of \$240,000 as follows:

2.1 BASIC SERVICES

2.1.1 For Basic Services the total compensation shall be \$205,826.

2.1.2 Progress payments for Basic Services shall be paid in the following tasks of the total compensation for the Basic Services satisfactorily completed at the end of the following phases of the Project:

- Task 1. Design Management
- Task 2. Conceptual Design
- Task 3. Preliminary Design
- Task 4. Final Design
- Task 5. Bid Phase Services
- Task 6. Construction Phase Services (Special Service)
- Task 7. Survey and SUE Services
- Task 8. ROW Services (Special Service)
- Task 9. Geotechnical Investigation (Special Service)
- Task 10. Public Involvement (Special Service)

Task 11. Permitting (Special Service)

Task 12. Miscellaneous Design Services (Special Service)

2.2 ADDITIONAL SERVICES

2.2.1 Compensation for Additional Services not to exceed \$29,824.

2.2.2 Compensation for Additional Services of consultants, including additional structural, mechanical and electrical engineering services shall be based on "Attachment B Level of Effort Spreadsheet Task/Hour Breakdown."

2.3 REIMBURSABLE EXPENSES Reimbursable Expenses incurred by the Design Professional, the Design Professional's employees and consultants in the interest of the Project as defined in the General Conditions but not to exceed a total of \$4,350.00 without the prior written approval of the Owner.

SECTION 3 INVOICES

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

SECTION 4

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.

SECTION 5
ENTIRE AGREEMENT

This Agreement includes this executed agreement and the following documents all of which are attached hereto and made a part hereof by reference as if fully set forth herein:

1. City of Denton General Conditions to Agreement for Architectural or Engineering Services.
2. The Design Professional's Proposal
3. Attachments A through B.

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.

This Agreement is signed by the parties hereto effective as of the date first above written.

CITY OF DENTON

BY: _____
TODD HILEMAN
CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: _____
DocuSigned by:
Larry Collister
38A6D90FD93B4AB...

DESIGN FIRM
DocuSigned by:
BY: _____
[Signature]
E85176AD0321462...
Firm's Officer/Representative
(Signature)

2018-346506

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

**CITY OF DENTON
GENERAL CONDITIONS
TO
AGREEMENT FOR ARCHITECTURAL OR ENGINEERING SERVICES**

ARTICLE 1. ARCHITECT OR ENGINEER'S RESPONSIBILITIES

1.1 The Architect or Engineer's services consist of those services for the Project (as defined in the agreement (the "Agreement") and proposal (the "Proposal") to which these General Conditions are attached) performed by the Architect or Engineer (hereinafter called the "Design Professional") or Design Professional's employees and consultants as enumerated in Articles 2 and 3 of these General Conditions as modified by the Agreement and Proposal (the "Services").

1.2 The Design Professional will perform all Services as an independent contractor to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt timely actions (the "Degree of Care"). The Services shall be performed as expeditiously as is consistent with the Degree of Care necessary for the orderly progress of the Project. Upon request of the Owner, the Design Professional shall submit for the Owner's approval a schedule for the performance of the Services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by the Owner shall not, except for reasonable cause, be exceeded by the Design Professional or Owner, and any adjustments to this schedule shall be mutually acceptable to both parties.

ARTICLE 2 SCOPE OF BASIC SERVICES

2.1 BASIC SERVICES DEFINED The Design Professional's Basic Services consist of those described in Sections 2.2 through 2.6 of these General Conditions and include without limitation normal structural, civil, mechanical and electrical engineering services and any other engineering services necessary to produce a complete and accurate set of Construction Documents, as described by and required in Section 2.4. The Basic Services may be modified by the Agreement.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Design Professional, in consultation with the Owner, shall develop a written program for the Project to ascertain Owner's needs and to establish the requirements for the Project.

2.2.2 The Design Professional shall provide a preliminary evaluation of the Owner's program, construction schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subsection 5.2.1.

2.2.3 The Design Professional shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Design Professional shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. The Schematic Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations.

2.2.5 The Design Professional shall submit to the Owner a preliminary detailed estimate of Construction Cost based on current area, volume or other unit costs and which indicates the cost of each category of work involved in constructing the Project and establishes an elapsed time factor for the period of time from the commencement to the completion of construction.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Design Professional shall prepare for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate, which shall comply with all applicable laws, statutes, ordinances, codes and regulations. Notwithstanding Owner's approval of the documents, Design Professional represents that the Documents and specifications will be sufficient and adequate to fulfill the purposes of the Project.

2.3.2 The Design Professional shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost in a further Detailed Statement as described in Section 2.2.5.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Design Professional shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail requirements for the construction of the Project, which shall comply with all applicable laws, statutes, ordinances, codes and regulations.

2.4.2 The Design Professional shall assist the Owner in the preparation of the necessary bidding or procurement information, bidding or procurement forms, the Conditions of the contract, and the form of Agreement between the Owner and contractor.

2.4.3 The Design Professional shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Design Professional shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 CONSTRUCTION CONTRACT PROCUREMENT

2.5.1 The Design Professional, following the Owner's approval of the Construction Documents and of the latest preliminary detailed estimate of Construction Cost, shall assist the Owner in procuring a construction contract for the Project through any procurement method that is legally applicable to the Project including without limitation, the competitive sealed bidding process. Although the Owner will consider the advice of the Design Professional, the award of the construction contract is in the sole discretion of the Owner.

2.5.2

In the event the bids or negotiated cost of the Project exceed the total construction cost of the Project as set forth in the approved Detailed Statement of Probably Construction Costs of the Project submitted by the Design Professional by more than 20 percent, the Design Professional, upon notice from the Owner and prior to the award of the construction contract, agrees to modify, at the Design Professional's sole expense, the Design Professional's Contract Documents (or those portions of the documents where bids exceeded the stipulated percentage). This redesign effort shall constitute the Design Professional's sole responsibility with respect to its estimates of probable construction cost, and the Owner agrees to cooperate with the Design Professional in revising the Project scope and quality in order to reduce the bids or negotiated price so that they do not exceed the Design Professional's estimate of probable construction costs.

2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Design Professional's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment, unless extended under the terms of Subsection 8.3.2.

2.6.2 The Design Professional shall provide detailed administration of the Contract for Construction as set forth below. For design professionals the administration shall also be in accordance with AIA document A201, General Conditions of the Contract for Construction, current as of the date of the Agreement as may be amended by the City of Denton special conditions, unless otherwise provided in the Agreement. For engineers the administration shall also be in accordance with the Standard Specifications for Public Works Construction by the North Central Texas Council of Governments, current as of the date of the Agreement, unless otherwise provided in the Agreement.

2.6.3 Construction Phase duties, responsibilities and limitations of authority of the Design Professional shall not be restricted, modified or extended without written agreement of the Owner and Design Professional.

2.6.4 The Design Professional shall be a representative of and shall advise and consult with the Owner (1) during construction, and (2) at the Owner's direction from time to time during the correction, or warranty period described in the Contract for Construction. The Design Professional shall have authority to act on behalf of the Owner only to the extent provided in the Agreement and these General Conditions, unless otherwise modified by written instrument.

2.6.5 The Design Professional shall observe the construction site at least two times a month, while construction is in progress, and as reasonably necessary while construction is not in progress. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Design Professional to become familiar with the progress and quality of the work completed and to determine if the work is being performed in a manner indicating that the work when completed will be in accordance with the Contract Documents. If the Owner desires more extensive project observation or full-time project representation, the Owner shall request that such services be provided by the Design Professional as Additional Services in accordance with the terms of this Agreement. Design Professional shall provide Owner a written report subsequent to each on-site visit. On the basis of on-site observations the Design Professional shall keep the Owner informed of the progress and quality of the work, and shall exercise the Degree of Care and diligence in discovering and promptly reporting to the Owner any observable defects or deficiencies in the work of Contractor or any subcontractors. The Design Professional represents that he will follow Degree of Care in performing all Services under the Agreement. To the extent caused by the negligent acts or omissions of the Design Professional, the Design Professional shall promptly correct any designs or specifications furnished by the Design Professional that fail to meet the Degree of Care at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of the Design Professional's Services hereunder or of the Project itself shall in no way alter the Design Professional's obligations or the Owner's rights hereunder.

2.6.6 The Design Professional shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Design Professional shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents except insofar as such failure may result from Design Professional's negligent acts or omissions. The Design Professional shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work.

2.6.7 The Design Professional shall at all times have access to the work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

2.6.9 Based on the Design Professional's observations at the site of the work and evaluations of the Contractor's Applications for Payment, the Design Professional shall review and certify the amounts due the Contractor.

2.6.10 The Design Professional's certification for payment shall constitute a representation to the Owner, based on the Design Professional's observations at the site as provided in Subsection 2.6.5 and on the data comprising the Contractor's Application for Payment, that the work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Design Professional. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Design Professional has (1) reviewed construction means, methods, techniques, sequences or procedures, or (2) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Design Professional shall have the responsibility and authority to reject work which does not conform to the Contract Documents. Whenever the Design Professional considers it necessary or advisable for implementation of the intent of the Contract Documents, the Design Professional will have authority to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of the Design Professional to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

2.6.12 The Design Professional shall review and take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of (1) determining compliance with applicable laws, statutes, ordinances and codes; and (2) determining whether or not the work, when completed, will be in compliance with the requirements of the Contract Documents. The Design Professional shall act with such reasonable promptness to minimize delay in the work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review.

Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Design Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Professional, of construction means, methods, techniques, sequences or procedures. The Design Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Design Professional shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Design Professional shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Design Professional as provided in Subsections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 On behalf of the Owner, the Design Professional shall conduct inspections to determine the dates of Substantial Completion and Final Completion, and if requested by the Owner shall issue Certificates of Substantial and Final Completion. The Design Professional will receive and review written guarantees and related documents required by the Contract for Construction to be assembled by the Contractor and shall issue a final certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Design Professional shall interpret and provide recommendations on matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Design Professional's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Design Professional shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Design Professional shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results or interpretations or decisions so rendered in good faith in accordance with all the provisions of this Agreement and in the absence of negligence.

2.6.17 The Design Professional shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the work as provided in the Contract Documents.

2.6.18 The Design Professional (1) shall render services under the Agreement in accordance with the Degree of Care; (2) will reimburse the Owner for damages to the extent caused by the designs the Design Professional prepares that fail to meet the Degree of Care; and (3) by acknowledging payment by the Owner of any fees due, shall not be released from any rights the Owner may have under the Agreement or diminish any of the Design Professional's obligations thereunder.

2.6.19 The Design Professional shall provide the Owner with four sets of reproducible prints showing all significant changes to the Construction Documents during the Construction Phase.

ARTICLE 3 ADDITIONAL SERVICES (SPECIAL SERVICES)

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in the Agreement or Proposal, and they shall be paid for by the Owner as provided in the Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Design Professional's control, the Design Professional shall notify the Owner in writing and shall not commence such additional services until it receives written approval from the Owner to proceed. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Design Professional shall have no obligation to provide those services. Owner will be responsible for compensating the Design Professional for Contingent Additional Services only if they are not required due to the negligence or fault of Design Professional.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subsection 2.6.5 is required, the Design Professional shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Design Professional, and the Design Professional shall be compensated therefor as agreed by the Owner and Design Professional.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making material revisions in Drawings, Specifications or other documents when such revisions are:

1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or
3. due to changes required as a result of the Owner's failure to render decision in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, or the Owner's schedule, except for services required under Subsection 2.5.2.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, and providing other services in connection with Change Orders and Construction Change Directives.

- 3.3.4 Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.
- 3.3.5 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 3.3.6 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the work.
- 3.3.7 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Design Professional is party thereto.
- 3.3.8 Providing services in addition to those required by Article 2 for preparing documents for alternate, separate or sequential bids or providing services in connection with bidding or construction prior to the completion of the Construction Documents Phase.
- 3.3.9 Notwithstanding anything contained in the Agreement, Proposal or these General Conditions to the contrary, all services described in this Article 3 to the extent caused by the negligent act or omission of the Design Professional shall be performed by the Design Professional as a part of the Basic Services under the Agreement with no additional compensation above and beyond the compensation due the Design Professional for the Basic Services.

3.4 OPTIONAL ADDITIONAL SERVICES

- 3.4.1 Providing financial feasibility or other special studies.
- 3.4.2 Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 3.4.3 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.4.4 Providing services relative to future facilities, systems and equipment.
- 3.4.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.
- 3.4.6 Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 3.4.7 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.4.8 Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.9 Providing analyses of operating and maintenance costs.
- 3.4.10 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.12 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- 3.4.13 Providing interior design and similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.14 Providing services other than as provided in Section 2.6.4, after issuance to the Owner of the final Certificate for Payment and expiration of the Warranty period of the Contract for Construction.
- 3.4.15 Providing services of consultants for other than architectural, civil, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.
- 3.4.16 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
- 3.4.17 Preparing a set of reproducible record drawings in addition to those required by Subsection 2.6.19, showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Design Professional.
- 3.4.18 Notwithstanding anything contained in the Agreement, Proposal or these General Conditions to the contrary, all services described in this Article 3 to the extent caused by the negligent act or omission of the Design Professional shall be performed by the Design Professional as a part of the Basic Services under the Agreement with no additional compensation above and beyond the compensation due the Design Professional for the Basic Services.

ARTICLE 4 OWNER'S RESPONSIBILITIES

- 4.1 The Owner shall consult with the Design Professional regarding requirements for the Project, including (1) the Owner's objectives, (2) schedule and design constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems and site requirements, as more specifically described in Subsection 2.2.1.
- 4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.
- 4.3 If requested by the Design Professional, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Design Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Design Professional's services.

4.5 Where applicable, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

4.6 Where applicable, the Owner shall furnish the services of geotechnical engineers when such services are requested by the Design Professional. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Design Professional and are not retained by the Design Professional as part of its Basic Services or Additional Services.

4.7 When not a part of the Additional Services, the Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests of hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Owner under Sections 4.5 through 4.8 shall be furnished at the Owner's expense, and the Design Professional shall be entitled to rely upon the accuracy and completeness thereof in the absence of any negligence on the part of the Design Professional.

4.10 The Owner shall give prompt written notice to the Design Professional if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 Design Professional shall propose language for certificates or certifications to be requested of the Design Professional or Design Professional's consultants and shall submit such to the Owner for review and approval at least fourteen (14) days prior to execution. The Owner agrees not to request certifications that would require knowledge or services beyond the scope of the Agreement.

ARTICLE 5 CONSTRUCTION COST

5.1 CONSTRUCTION COST DEFINED

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Design Professional.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Design Professional, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

5.1.3 Construction Cost does not include the compensation of the Design Professional and Design Professional's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the Design Professional represent the Design Professional's professional judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Design Professional nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Design Professional cannot and does not warrant or represent that bids or cost proposals will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Design Professional.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of the Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties thereto. If such a fixed limit has been established, the Design Professional shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Procurement Phase has not commenced within 90 days after the Design Professional submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

ARTICLE 6 OWNERSHIP AND USE OF DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Design Professional for this Project are instruments of the Design Professional's service and shall become the property of the Owner upon termination or completion of the Agreement. The Design Professional is entitled to retain copies of all such documents. Such documents are intended only be applicable to this Project, and Owner's use of such documents in other projects shall be at Owner's sole risk and expense. In the event the Owner uses any of the information or materials developed pursuant to the Agreement in another project or for other purposes than are specified in the Agreement, the Design Professional is released from any and all liability relating to their use in that project

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Design Professional's reserved rights.

ARTICLE 7 TERMINATION, SUSPENSION OR ABANDONMENT

7.1 The Design Professional may terminate the Agreement upon not less than thirty days written notice should the Owner fail substantially to perform in accordance with the terms of the Agreement through no fault of the Design Professional. Owner may terminate the Agreement or any phase thereof with or without cause upon thirty (30) days prior written notice to the Design Professional. All work and labor being performed under the Agreement shall cease immediately upon Design Professional's receipt of such notice. Before the end of the thirty (30) day period, Design Professional shall invoice the Owner for all work it satisfactorily performed prior to the receipt of such notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, and other data related to the Project shall become property of the Owner upon termination of the Agreement and shall be promptly delivered to the Owner in a reasonably organized form. Should Owner subsequently contract with a new Design Professional for continuation of services on the Project, Design Professional shall cooperate in providing information.

7.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Design Professional shall be compensated for services satisfactorily performed prior to notice of such suspension. When the Project is resumed, the Design Professional's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Design Professional's services.

7.3 The Agreement may be terminated by the Owner upon not less than seven days written notice to the Design Professional in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Design Professional or the Owner may terminate the Agreement by giving written notice.

7.4 Failure of the Owner to make payments to the Design Professional for work satisfactorily completed in accordance with the Agreement shall be considered substantial non-performance and cause for termination.

7.5 If the Owner fails to make payment to Design Professional within thirty (30) days of receipt of a statement for services properly and satisfactorily performed, the Design Professional may, upon seven days written notice to the Owner, suspend performance of services under the Agreement.

7.6 In the event of termination not the fault of the Design Professional, the Design Professional shall be compensated for services properly and satisfactorily performed prior to termination.

ARTICLE 8 PAYMENTS TO THE DESIGN PROFESSIONAL

8.1 DIRECT PERSONNEL EXPENSE

8.1.1 Direct Personnel Expense is defined as the direct salaries of the Design Professional's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

8.2 REIMBURSABLE EXPENSES

8.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Design Professional and Design Professional's employees and consultants in the interest of the Project, as identified in the following Clauses.

8.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

8.2.1.2 Expense of reproductions (except the reproduction of the sets of documents referenced in Subsection 2.6.19), postage and handling of Drawings, Specifications and other documents.

8.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

8.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

8.2.1.5 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

8.2.1.6 Other expenses that are approved in advance in writing by the Owner.

8.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

8.3.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 2 of the Agreement and the schedule of work.

8.3.2 If and to the extent that the time initially established in the Agreement is exceeded or extended through no fault of the Design Professional, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 2 of the Agreement.

8.3.3 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 2 of the Agreement based on (1) the lowest bona fide bid or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

8.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

8.4.1 Payments on account of the Design Professional's Additional Services and for Reimbursable Expenses shall be made monthly within 30 days after the presentation to the Owner of the Design Professional's statement of services rendered or expenses incurred.

8.5 PAYMENTS WITHHELD No deductions shall be made from the Design Professional's compensation on account of penalty, damages or other sums withheld from payments to contractors, or on account of the cost of changes in the work other than those for which the Design Professional is responsible.

8.6 DESIGN PROFESSIONAL'S ACCOUNTING RECORDS Design Professional shall make available to Owner or Owner's authorized representative records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense for inspection and copying during regular business hours for three years after the date of the final Certificate of Payment, or until any litigation related to the Project is final, whichever date is later.

ARTICLE 9 INDEMNITY

9.1 To the fullest extent permitted by law, the Design Professional shall indemnify and save and hold harmless the Owner and its officers, and employees from and against damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the Owner, and including, without limitation, damages for bodily and personal injury, death and property damage, to the extent caused by the negligent acts or omissions of the Design Professional or its officers, shareholders, agents, or employees in the performance of the Agreement.

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

ARTICLE 10 INSURANCE During the performance of the Services under the Agreement, Design Professional shall maintain the following insurance with an insurance company licensed or authorized to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

10.1 Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$250,000 in the aggregate.

10.2 Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.

10.3 Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident including occupational disease.

10.4 Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.

10.5 The Design Professional shall furnish insurance certificates or insurance policies to the Owner evidencing insurance in compliance with this Article 10 at the time of the execution of the Agreement. The General Liability and Automobile Liability insurance policies shall name the Owner as an additional insured, the Workers' Compensation policy shall contain a waiver of subrogation in favor of the Owner, and each policy shall contain a provision that such insurance shall not be canceled without thirty (30) days' prior written notice to Owner and Design Professional. In such event, the Design Professional shall, prior to the effective date of the change or cancellation, furnish Owner with substitute certificates of insurance meeting the requirements of this Article 10.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 The Agreement shall be governed by the laws of the State of Texas. Venue of any suit or cause of action under the Agreement shall lie exclusively in Denton County, Texas.

11.2 The Owner and Design Professional, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Design Professional shall not assign its interests in the Agreement without the written consent of the Owner.

11.3 The term Agreement as used herein includes the executed Agreement, the Proposal, these General Conditions and other attachments referenced in Section 3 of the Agreement which together represent the entire and integrated agreement between the Owner and Design Professional and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both Owner and Design Professional. When interpreting the Agreement the executed Agreement, Proposal, these General Conditions and the other attachments referenced in Section 3 of the Agreement shall to the extent that is reasonably possible be read so as to harmonize the provisions. However, should the provisions of these documents be in conflict so that they can not be reasonably harmonized, such documents shall be given priority in the following order:

1. The executed Agreement
2. Attachments referenced in Section 3 of the Agreement other than the Proposal
3. These General Provisions
4. The Proposal

11.4 Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Design Professional.

11.5 Upon receipt of prior written approval of Owner, the Design Professional shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Design Professional's promotional and professional materials. The Design Professional's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design Professional in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design Professional on the construction sign and in the promotional materials for the Project.

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

11.7 All notices, communications, and reports required or permitted under the Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below signature block on the Agreement, certified mail, return receipt requested, unless otherwise specified herein. All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days after mailing.

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

11.9 The Design Professional shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended during the term of this Agreement.

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

11.11 The captions of the Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of the Agreement.

**House Bill 89 - Government Code 2270
VERIFICATION**

I, _____, the undersigned representative of
_____ Company or Business name (hereafter referred to as
company), being **an adult over the age of eighteen (18) years of age, verify that the
company named-above, under the provisions of Subtitle F, Title 10, Government Code
Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named
Company, business or individual with City of Denton.**

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or
otherwise taking any action that is intended to penalize, inflict economic harm on, or
limit commercial relations specifically with Israel, or with a person or entity doing
business in Israel or in an Israeli-controlled territory, but does not include an action
made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association,
corporation, partnership, joint venture, limited partnership, limited liability partnership,
or any limited liability company, including a wholly owned subsidiary, majority-owned
subsidiary, parent company or affiliate of those entities or business associations that
exist to make a profit.*

Name of Company Representative (Print)

Signature of Company Representative

Date

**Senate Bill 252 -Government Code 2252
CERTIFICATION**

I, _____, the undersigned representative of _____ (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Denton's Materials Management Department.

Name of Company Representative (Print)

Signature of Company Representative

Date

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

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

1

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

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

5

Signature of vendor doing business with the governmental entity

Date



TranSystems

500 West 7th Street
Suite 1100
Fort Worth, TX 76102
Tel 817 339 8950
Fax 817 336 2247
www.transystems.com

April 24, 2018

Lee Perry, P.E.
City of Denton – Engineering
Capital Projects
901 Texas Street
Fort Worth, TX 76102

RE: Hickory Creek Road East

Mr. Perry,

Per your request we present this proposal for the design of Hickory Creek Road East. The limits of the project are from Teasley Lane to FM 2499. We understand the purpose of the project is to extend of eastbound lanes of Hickory Creek Road from Nautical Lane to FM 2499. The scope includes survey, subsurface utility engineering, roadway design, drainage design, illumination study and design, pavement marking and signage, traffic signal design, and right-of-way services from Teasley Lane to FM 2499. The detailed scope of services is attached to this letter as Attachment A.

The detailed breakdown of the schedule of rates fee is attached as Attachment B. A summary of the proposed fee is below:

Hickory Creek Road Design Services:

Project Management and Design	\$149,217.00
Construction Phase Services	\$ 16,180.00
Topographic Survey and SUE Services	\$ 43,052.00
Right-of-way Services	\$ 6,629.00
Geotechnical Services	\$ 6,170.00
Permitting Services	\$ 6,248.00
Miscellaneous Design Services	\$ 12,504.00

Total	\$240,000.00
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The work in this agreement includes 12.4% participation by M-WBE firms. If you have any questions or need additional information, please feel free to give me a call at 817-334-4430. We appreciate this opportunity and look forward to working with you on this project.

Sincerely,
TranSystems Corporation Consultants


Chad Gartner, PE
Assistant Vice President

Attachments (3)

ATTACHMENT “A”

Scope of Services for Hickory Creek Road East Extension

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project. Under this scope, “ENGINEER” is expanded to include any sub-consultant, including surveyor, employed or contracted by the ENGINEER.

GENERAL OVERVIEW

TranSystems Corporation dba TranSystems Corporation Consultants, (ENGINEER) has been contracted by the City of Denton (CITY) to design roadway/drainage improvements for CITY for Hickory Creek Road from Teasley Lane (FM 2181) to FM 2499.

The ENGINEER will prepare construction documents for design of improvements. Figure 1 shows the location and preliminary design extents for the drainage improvements.

WORK TO BE PERFORMED

- Task 1. Design Management
- Task 2. Conceptual Design
- Task 3. Preliminary Design
- Task 4. Final Design
- Task 5. Bid Phase Services
- Task 6. Construction Phase Services (Special Service)
- Task 7. Survey and SUE Services
- Task 8. ROW Services (Special Service)
- Task 9. Geotechnical Investigation (Special Service)
- Task 10. Public Involvement (Special Service)
- Task 11. Permitting (Special Service)
- Task 12. Miscellaneous Design Services (Special Service)

TASK 1. DESIGN MANAGEMENT.

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

1.1. Managing the Team

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting

- Attend a pre-design project kickoff/chartering meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.
- Conduct up to three (3) review meetings with the CITY, one at the end of each design phase.
- Conduct one (1) meeting during the Bid Phase with the CITY.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially, and Project Schedule updates monthly. Project Schedule shall be prepared with Microsoft Project
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design.

ASSUMPTIONS

- A total of seven (7) meetings are assumed, including one (1) project kickoff meeting, three (3) meetings at the end of 30%, 60%, and 90% design phases, one (1) meeting during the bid phase, and up to two (2) additional meetings to coordinate various project elements.

DELIVERABLES

- A. Meeting summaries with action items
- B. Monthly progress reports
- C. Baseline design schedule

TASK 2. CONCEPTUAL DESIGN (30 PERCENT).

The Conceptual Design shall be submitted to CITY per the approved Project Schedule.

The purpose of the conceptual design is for the ENGINEER to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of this concept. ENGINEER will utilize concepts and criteria contained in the current City of Denton Design Criteria Manual (2017).

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

2.1. Data Collection

- In addition to data obtained from the CITY, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project. ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including: record drawings, utilities, agencies (such as TxDOT and railroads), CITY Master Plans, CITY drainage complaint files, existing applicable drainage studies, FEMA floodplain and floodway maps, existing models of project area (if any) and property ownership as available from the Tax Assessor's office.

- Engineer will make site visits to become familiar, or verify, the site and observe existing conditions.

2.2 The Conceptual Design Package shall include the following:

- Schematic design on scroll plot that includes plan view, profile view and typical sections, area location map and beginning and end station limits.
 - Existing typical sections of the roadway to be constructed along with proposed typical sections which outline the proposed improvements. Typical sections shall include existing and proposed ROW, existing and proposed lane widths and direction arrows, existing and proposed curbs, sidewalks, and retaining walls.
 - Schematic showing existing and proposed horizontal roadway alignments, existing and proposed ROW, existing and proposed sidewalks and driveways, proposed lane dimensions and lane arrows, existing drainage structures, city owned and franchise utilities, and existing roadway vertical alignments (profiles).
- Traffic Control Plan narrative identifying the approach to the maintenance of traffic.
- Proposed phasing of any water, sanitary sewer, and/or drainage work that is included in this project documented in both the project schedule and narrative form.
- Drainage area map with supporting drainage computation in the CITY's standard tabular format.
- Documentation of key design decisions.
- Estimates of probable construction cost.

ASSUMPTIONS

- All design elements shall conform to the current City of Denton Design Standards.
- Conceptual design package will consist of one (1) Schematic roll plot, one (1) drainage area map with supporting calculations, one (1) Traffic Control narrative, one (1) copy of the 30% estimate of probable construction cost, and PDF copy of the above items.
- ENGINEER shall not proceed with Preliminary Design activities without written approval by the CITY of the Conceptual Design Package.

DELIVERABLES

A. Conceptual Design Package.

TASK 3. PRELIMINARY DESIGN (60 PERCENT).

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

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

3.1. Development of Preliminary Design Drawings shall include the following:

- Cover Sheet
- General Notes
- Horizontal Control
- Overall Project Layout
- Typical Sections Existing and Proposed
- Demolition Sheet
- Drainage Area Map
- Drainage Calculations
- Storm Drain Plan and Profiles (as needed)
- Pavement Plan and Profiles
- Roadway Cross Sections
- Intersection Layouts
- Signal Layouts (as needed)
- Street Lighting Plan
- Traffic Control Plan
- SUE Plan Layout
- General Details (as needed)

3.2 Traffic Signal Warrant Study

- Perform a traffic signal warrant study at the Hickory Creek Road and FM 2499 intersection.

3.3 Signal Design

- Design signal at Hickory Creek Road and FM 2499 intersection
- Permits and Coordination with TXDOT

3.4 Street Lighting (Electrical)

- Illumination Study from Teasley Lane to FM 2499
 1. The ENGINEER will develop project specific criteria to be approved by the City based on the following standards:
 - Illuminating Engineering Society Manual RP-8 “Roadway Lighting”;
 - AASHTO Roadway Lighting Design Guide;
 - City of Denton Transportation Design Criteria Manual;
 - Denton Municipal Electric Standards;
 - TXDOT Highway Illumination Manual.
 2. City of Denton will provide the following:
 - b. Any design theme standards;

- c. Any as-builts for existing lighting;
 - d. Pole type, pole height, mast arm type, mast arm length, luminaire type, luminaire wattage, service locations, system voltage.
 - 3. No electrical design pertaining to wire sizing, voltage drops, ampacity, service loads will be performed.
 - 4. The photometric analysis will be performed with Lighting Analysts AGi32 latest version or City approved software.
 - 5. The photometric calculation method will be based on illuminance method measured in footcandles.
 - 6. Field review of existing lighting along the corridor will include photometric measurements. Please provide your estimated # of locations.
 - 7. Ambient light shall not be considered in the photometric analysis.
 - Coordinate with Denton Municipal Electric staff to select power locations and street light spacing.
 - Develop illumination layout sheets
 - Develop electrical plans and specifications for roadway illumination.
- 3.5. The Preliminary Design Package shall include the following:
- Preliminary Plans to include drawings identified above.
 - ENGINEER will prepare Opinion of Probable Construction Cost based on 60% plans.

ASSUMPTIONS

Development of Preliminary Design Drawings and Specifications shall include the following:

- Traffic Control Plan updated to reflect any changes as a result of the conceptual design submittal while also including all construction signage and pavement markings which will be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices.
- A Project Control Sheet, showing all Control Points, used or set while gathering data. Generally on a scale of not less than 1:400. The following information shall be indicated for each Control Point: Identified (existing City Monument #xxxx, PK Nail, 5/8" Iron Rod); X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on City Datum only; descriptive location (i.e. set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
- SUE plan drawings.

- Existing and proposed typical section sheets.
- Roadway plan and profile sheets displaying station and coordinate data for all horizontal alignment P.C.'s, P.T.'s, P.I.'s; station and elevation data of all vertical profile P.C.'s, P.T.'s, P.I.'s, low points, and high points; lengths of vertical curves, grades, K values, e, and vertical clearances where required.
- Intersection layout sheets including ROW lines, horizontal alignments, utilities, curbs, sidewalks, driveways, lane dimensions and arrows, and existing and proposed contours (0.25' intervals)
- Preliminary roadway details to include curbs, curb expansion joints, driveways, sidewalks, and pavement details.
- Update the drainage area map to reflect any changes as a result of the conceptual design submittal while also including modifications resulting from the preliminary design. Calculations regarding street and right-of-way capacities and design discharges at selected critical locations will be provided. Capacities of existing storm drain will be calculated and shown. All calculations shall conform to CITY criteria.
- Storm drain layout sheets showing location and size of all inlets, manholes, junction boxes, culverts and piping to include storm drain profiles showing existing and proposed flow lines, flows, lengths and slopes of pipe, top of ground profile over pipe and connections to existing or proposed storm sewer systems.
- Preliminary signing, pavement marking, illumination and signal layouts.
- Preliminary design package will consist one (1) copy of traffic signal warrant study, four (4) copies of half size (11"x17"), one (1) copy of full size (22"x34") drawings, one (1) copy of the 60% estimate of probable construction cost, and PDF copy of the above items.
- ENGINEER shall not proceed with Final Design activities without written approval by the CITY of the Preliminary Design plans.

DELIVERABLES

- A. Preliminary Design drawings
- B. Outline of technical specifications
- C. Estimates of probable construction cost

TASK 4. FINAL DESIGN (90 PERCENT) AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT).

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

Final draft construction plans and specifications shall be submitted to CITY per the approved Project Schedule.

- Cover Sheet
- General Notes

- Horizontal Control
 - Project Layout
 - Erosion Control
 - Typical Sections Existing and Proposed
 - Drainage Area Map
 - Drainage Calculations
 - Demolition Sheet
 - Storm Drain Plan and Profiles (as needed)
 - Pavement Plan and Profiles
 - Roadway Cross Sections
 - Intersection Layouts
 - Signal Layouts (as needed)
 - Street Lighting Plan
 - Traffic Control Plan
 - SUE Plan Layout
 - General Details
 - Storm Drain Details
 - Pavement Details
- The ENGINEER shall submit a final design estimate of probable construction cost with the final design plans submitted.
- 4.2 Following a 90% construction plan review meeting with the CITY, the ENGINEER shall submit Final Plans (100%) to the CITY per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.

ASSUMPTIONS

- Project will be bid as a single project.
- Project technical specifications will be based on NCTCOG standard specification and standard details supplemented by City special specifications and details.
- 90% design package will consist of four (4) copies of half size (11"x17"), one (1) copy of full size (22"x34") drawings, one (1) copy of the 90% estimate of probable construction cost, and PDF copy of the above items.
- Final design package will consist of four (4) copies of half size (11"x17"), two (2) copies of full size (22"x34") drawings, one (1) copy of the 100% estimate of probable construction cost, and PDF copy of the above items.

DELIVERABLES

- A. 90% construction plans and specifications.
- B. 100% construction plans and specifications.
- C. Detailed estimates of probable construction cost for the authorized construction project, including summaries of bid items and quantities using the CITY's standard format.

TASK 5. BID PHASE SERVICES.

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

- The ENGINEER will provide technical assistance with questions and plan revisions as needed.
- Attend the prebid conference in support of the CITY.
- ENGINEER will check contractor references and prepare letter of recommendation of award.

ASSUMPTIONS

- The project will be bid only once and awarded to one contractor.

DELIVERABLES

- A. Plan Revisions (if required)
- B. Project Bid Tabulations (Not included)
- C. Letter of Recommendation

TASK 6. CONSTRUCTION PHASE SERVICES.

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

6.1 Construction Support shall include:

- The ENGINEER shall attend the preconstruction conference.
- The ENGINEER shall visit the project site twice (2) per month as construction proceeds to observe and report on progress.
- ENGINEER shall create meeting agenda and record meeting minutes for each meeting with the Contractor.
- The ENGINEER shall review shop drawings, samples and other submittals submitted by the contractor for general conformance with the design concepts and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions. The ENGINEER shall log and track all shop drawings, samples and other submittals.
- As requested by the CITY, the ENGINEER shall provide necessary interpretations and clarifications of contract documents, review change orders, and make recommendations as to the acceptability of the work.
- The ENGINEER shall attend the "Final" project walk through and assist with preparation of final punch list.

6.2 Record Drawings

- The ENGINEER shall prepare record drawings from information provided by the CITY depicting any changes made to the Final Drawings during construction. The following information shall be provided by the CITY:
 - Red-Line Markups from the Contractor
 - Red-Line Markups from City Inspector
 - Copies of Approved Change Orders
 - Approved Substitutions
- The ENGINEER shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings of the project as constructed. The stamp shall be signed and dated by the ENGINEER and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.

ASSUMPTIONS

- 2 site visits per month are assumed.
- Construction schedule is assumed at 8 months.
- 10 submittal reviews are assumed.
- 10 RFI's are assumed.
- 4 Change Orders are assumed.

DELIVERABLES

- A. Response to Contractor's Request for Information
- B. Review of Change Orders
- C. Review of shop drawings
- D. Final Punch List items
- E. Record Drawings

TASK 7. SURVEY AND SUE Services.

ENGINEER will provide survey support as follows.

7.1 Design Survey

- ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, utilities based on CITY records and observable surface features (it is assumed that SUE is not necessary), structures, trees 6" and larger, and other features relevant to the final plan sheets.

- The minimum survey information to be provided on the plans shall include the following:
 - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally on a scale of not less than 1:400:
 - The following information about each Control Point;
 - a. Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)
 - b. X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only.
 - c. Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).

7.2. Temporary Right of Entry Preparation and Submittal

- Prior to entering the property for the purposes of field survey, SUE, geotechnical exploration and data collection, the ENGINEER shall prepare letters for Temporary Right of Entry for property owners and provide them to the surveyor for distribution. The CITY shall gain access permission to properties where access is denied.

7.3 Subsurface Utility Engineering

Provide a Subsurface Utility Engineering (SUE) Quality combination of Level B and A as described below. The SUE shall be performed in accordance with CI/ASCE 38-02.

Quality Level D

- Conduct appropriate investigations (e.g., owner records, County/CITY records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.
- Develop SUE plan sheets and transfer information on all involved utilities to appropriate design plan sheets, electronic files, and/or other documents as required. Exercise professional judgment to resolve conflicting information. For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

Quality Level C (includes tasks as described for Quality Level D)

- Identify surface features, from project topographic data and from field observations, that are surface appurtenances of subsurface utilities.

- Include survey and correlation of aerial or ground-mounted utility facilities in Quality Level C tasks.
- Survey surface features of subsurface utility facilities or systems.
- The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.
- Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- Update (or prepare) plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level D and Quality Level C information.
- Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- Provide Quality Level C to identify overhead utilities on the project and provide the overhead utility information on the SUE plan sheets.

Level B (includes tasks as described for Quality Level C)

- Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the project limits, and/or to trace a particular utility line or system.
- Based on an interpretation of data, mark the indications of utilities on the ground surface for subsequent survey. Utilize paint or other method acceptable for marking of lines.
- Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.
- Resolve differences between designated utilities and utility records and surveyed appurtenances.
- Recommend additional measures to resolve differences if they still exist. Recommendations may include additional or different surface geophysical methods, exploratory excavation, or upgrade to Quality Level A data.
- As an alternative to the physical marking of lines, the ENGINEER may, with CITY's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.

Level A

- Expose and locate utilities at specific locations.
- Tie horizontal and vertical location of utility to survey control.
- Provide utility size and configuration.
- Provide paving thickness and type, where applicable.
- Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.

ASSUMPTIONS

- A total of six (6) pothole locations are expected for Level A SUE collection

- All work will be performed in City ROW and properties with executed Right of Entry Letters
- Limits of SUE services are from the Kroger driveway to FM 2499

TASK 8. ROW SERVICES

ENGINEER will support and perform activities related to ROW and easements as outlined below, per scoping direction and guidance from the CITY's Project Manager

8.1. Right-of-Way Research

- The ENGINEER shall determine rights-of-way and easement needs for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by the CITY.

8.2 Right-of-Way/Easement Preparation and Submittal.

- The ENGINEER shall prepare documents to be used to obtain right-of-way and permanent and/or temporary easements required to construct the improvements.
- The ENGINEER shall provide field staking of easements on private property to demonstrate limits of easements and assist in easement negotiations to be conducted by CITY.

ASSUMPTIONS

- A total of one (1) parcel for right of way acquisition is included.
- Right-of-Way research includes review of property/right-of-way records based on current internet based Denton Appraisal District (DAD) information available at the start of the project and available on-ground property information (i.e. iron rods, fences, stakes, etc.). It does not include effort for chain of title research, parent track research, additional research for easements not included in the TAD, right-of-way takings, easement vacations and abandonments, right-of-way vacations, and street closures.

DELIVERABLES

- A. Right-of-Way exhibit(s) and metes and bounds

TASK 9. GEOTECHNICAL INVESTIGATION

9.1 Field Exploration

- Select and mark two (2) boring locations and notify Texas 811, appropriate City department(s) and other agencies to request location and marking of existing underground utilities prior to the field exploration.
- Coordinate with City to arrange access to boring locations in areas where access may need to cross private properties.
- Arrange for traffic control during drilling to maintain a safe working environment for the field crew.

- Advance two (2) geotechnical borings along the alignment at locations that are accessible to a truck-mounted drill rig and free of subsurface and overhead conflicts. Each boring will be drilled to a maximum depth of 35 feet. Drilling fieldwork is expected to require one (1) full day of effort.
- Where required, existing pavement will be penetrated and then patched at completion. Areas drilled through landscaping grass will include a tarp or plywood to maintain cleanliness at completion.
- During drilling, samples will be collected intermittently using continuous flight augers or hollow stem augers, with either split-spoon or tube samplers. Rock and rock-like materials will be tested insitu using a TxDOT Cone Penetration Test with rock core samples collected, when possible, in a maximum of two borings.
- Groundwater levels will be collected during drilling, at completion, and after a period of 15 minutes. After collecting these readings, the boreholes will be backfilled with auger cuttings.
- Provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).

9.2 Laboratory Testing

- Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. The ENGINEER will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.
- Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include: liquid and plastic limits, percent passing the no. 200 sieve or gradation, moisture content, dry unit weight, and unconfined compressive strength.

9.3 Engineering Analysis and Study Report

- Prepare a summary report (in technical memorandum format) of the geotechnical investigation to include:
 - Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
 - Recommended pavement thicknesses and subgrade modification requirements for Hickory Creek Road extension.
 - General discussion of expected construction related issues.
 - Earthwork related recommendations for use during development of the plans and specifications.
- The geotechnical engineer will collaborate with the design team on the implementation of recommendations, and will review submittals to assist with geotechnical related items.

DELIVERABLES

- A. One (1) hard copy and one (1) electronic copy of Geotechnical Report.

TASK 10. PUBLIC INVOLVEMENT

- ENGINEER shall use already prepared project drawings and attend public meeting to help explain the proposed project to residents.
- Engineer shall attend the following meetings
 - Prior to start of construction

TASK 11. PERMITTING

11.1 Texas Department of Transportation (TxDOT) Permit

- Meet, negotiate and coordinate to obtain approval of the agency issuing the agreement and/or permits.
- Completing all forms/applications necessary.
- Submitting forms/applications for CITY and TxDOT review
- Submitting revised forms for agency review
- Responding to agency comments and requests

11.2 Texas Department of Licensing and Regulation (TDLR)

- Identify and analyze the requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, and become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
- Submit construction documents to the TDLR
- Completing all TDLR forms/applications necessary
- Obtain the Notice of Substantial Compliance from the TDLR
- Request an inspection from TDLR or a TDLR locally approved Registered Accessibility Specialist no later than 30 calendar days after construction substantial completion. Advise the CITY in writing of the results of the inspection.
- Responding to agency comments and requests

TASK 12. MISCELLANEOUS DESIGN SERVICES

12.1 Miscellaneous Design Services

- As needed, additional design services are to be requested and authorized in writing by the CITY and agreed to in writing by the ENGINEER.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Negotiation of easements or property acquisition.
- Revisions to right of way documents as a result of negotiations or project changes after prior City direction and approval
- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Construction management and inspection services
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Stormwater Pollution Prevention Plan (SWPPP) permitting
- Section 404 of the Clean Water Act permitting
- Section 10 Permitting with the USACE.
- Preparation of a formal written request for USACE authorization under a letter of permission procedure.
- Preparation of a standard individual Section 404 permit application.
- Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
- Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
- Presence/absence surveys for federally listed threatened/endangered species.
- Preparation of a mitigation plan to compensate for impacts to waters of the U.S.
- Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
- Application for General Land Office easements.
- Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
- Additional field investigations or analysis required to respond to public or regulatory agency comments.
- Field survey or analysis required for cultural resources investigations.
- Consultation with the U. S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
- Expert representation at legal proceedings or at contested hearings.
- Mitigation monitoring if required by permit conditions.
- Monitoring for compliance with permit conditions.
- Additional modifications to the compensatory mitigation plan.
- Phase I or Phase II Environmental Site Assessment.

**Attachment B
Level of Effort Spreadsheet
TASK/HOUR BREAKDOWN
Design Services for**

Hickory Creek Road East from Teasley Lane (FM 2181) to FM 2499

Task No.	Task Description	Labor (hours)										Total Labor Cost	Expense				Total Expense Cost	Task Sub Total	
		Principal	Project Manager	Project Engineer	EIT	CADD	RPLS	Survey Tech	2 Man Crew	Admin	Subconsultant		Travel	Reproduction					
		Rate	\$246	\$160	\$144	\$106	\$111	\$192	\$125	\$150	\$92		MWBE	Non-MWBE					
1.0	Design Management	0	27	68	0	0	0	0	0	0	8	\$14,848	\$0	\$0	\$200	\$0	\$200	\$15,048	
1.1	Managing the Team																		
1.1.1	QA/QC		10	60								\$10,240						\$0	\$10,240
1.2	Communications and Reporting																		
1.2.1	Pre-Design Coordination Meeting		2	2								\$608			\$50		\$50	\$658	
1.2.2	Design Submittal Review Meetings (3 @ 2 hrs)		6	6								\$1,824			\$150		\$150	\$1,974	
1.2.3	Prepare Baseline Schedule		3									\$480					\$0	\$480	
1.2.4	Prepare Monthly Progress Reports with Schedule		6									\$1,696					\$0	\$1,696	
2.0	Conceptual Design (30-Percent)	0	20	36	68	42	0	0	0	0	0	\$20,254	\$0	\$0	\$0	\$0	\$0	\$20,254	
2.1	Data Collection		4	4								\$1,216						\$0	\$1,216
2.2	Conceptual Design Package																	\$0	\$0
2.2.1	Schematic Layout		8	16	40	38						\$12,042						\$0	\$12,042
2.2.2	Traffic Control Narrative		4	8		4						\$2,236						\$0	\$2,236
2.2.3	Drainage Area Map		2	4	20							\$3,016						\$0	\$3,016
2.2.4	Construction Estimate		2	4	8							\$1,744						\$0	\$1,744
3.0	Preliminary Design (60 Percent)	0	19	105	278	250	0	0	0	0	0	\$75,378	\$893	\$0	\$0	\$0	\$893	\$76,271	
3.1	Preliminary Design Package																	\$0	\$0
3.1.1	Cover			1		2						\$366						\$0	\$366
3.1.2	General Notes		1	2	2	2						\$670						\$0	\$670
3.1.3	Horizontal Control			1	2	4						\$800						\$0	\$800
3.1.4	Typical Sections		1	1	2	4						\$960						\$0	\$960
3.1.5	Demolition Sheets			2	4	6						\$1,378						\$0	\$1,378
3.1.6	Drainage Area Map and Calculations		2	8	16							\$3,168						\$0	\$3,168
3.1.7	Storm Drain/Culvert Plan and Profiles		2	16	40	20						\$9,084						\$0	\$9,084
3.1.8	Pavement Plans and Profiles		2	20	40	40						\$11,880						\$0	\$11,880
3.1.9	Intersection Layouts		1	2	4	16						\$2,648						\$0	\$2,648
3.1.10	Traffic Control Plan		1	4	8	16						\$3,360						\$0	\$3,360
3.1.11	General Details		1	2	4	8						\$1,760						\$0	\$1,760
3.2	Traffic Signal Warrant Study			4	20							\$2,696	\$893				\$893	\$3,589	
3.3	Traffic Signal Design		2	16	52	52						\$13,908						\$0	\$13,908
3.4	Illumination																	\$0	\$0
3.4.1	Illumination Study		4	16	50	0						\$8,244						\$0	\$8,244
3.4.2	Illumination Lighting Plans			4	12	40						\$6,288						\$0	\$6,288
3.4.3	Illumination Lighting Electrical		1	4	16	40						\$6,872						\$0	\$6,872
3.5	Construction Estimate/Specification Outline		1	2	8							\$1,296						\$0	\$1,296
4.0	Final Design	0	24	64	96	80	0	0	0	0	0	\$32,112	\$0	\$0	\$0	\$2,500	\$2,500	\$34,612	
4.1	Final Draft (90%) Construction Plans and Specifications																	\$0	\$0
4.1.1	90% Construction Plans		8	16	32	40						\$11,416						\$0	\$11,416
4.1.2	90% Construction Specifications		4	24	24							\$6,640						\$0	\$6,640
4.2	Final (100%) Plans and Specifications		8	16	32	40						\$11,416			\$2,500	\$2,500	\$2,500	\$13,916	
4.3	Project Decision Logs (90% and 100%)		2	4								\$896						\$0	\$896
4.4	Construction Estimates (90% and 100%)		2	4	8							\$1,744						\$0	\$1,744
5.0	Bid Phase Services	0	2	10	12	0	0	0	0	0	0	\$3,032	\$0	\$0	\$0	\$0	\$0	\$3,032	
5.1	Bid Support																	\$0	\$0
5.1.1	Issue Addenda			4	8							\$1,424						\$0	\$1,424
5.1.2	Attend Bid Opening			2								\$288						\$0	\$288
5.1.3	Tabulate Bids and Recommend Award		1	1	4							\$728						\$0	\$728
5.2	Letter of Recommendation		1	3								\$592						\$0	\$592
6.0	Construction Phase Services	0	13	57	16	16	0	0	0	0	0	\$13,760	\$0	\$0	\$900	\$0	\$900	\$14,660	
6.1	Construction Support																	\$0	\$0
6.1.1	Attend Preconstruction Conference		2	2								\$608			\$50		\$50	\$658	
6.1.2	Attend Public Meeting		3	3								\$912			\$50		\$50	\$962	
6.1.3	Monthly Site Meetings (2 per month)(8 months)		8	48								\$8,192			\$800		\$800	\$8,992	
6.2	Record Drawings/As Built											\$0						\$0	\$0
6.2.1	Record Drawings			4	16	16						\$4,048						\$0	\$4,048
7.0	Survey and SUE Services	0	0	0	0	0	13	33	90	0	0	\$20,121	\$22,181	\$0	\$750	\$0	\$22,931	\$43,052	
7.1	Design Survey																	\$0	\$0
7.1.1	Survey Teasley to Kroger Drive						1	3	10			\$2,067			\$200		\$200	\$2,267	
7.1.2	Survey Kroger to FM 2499						11	26	56			\$13,762			\$450		\$450	\$14,212	
7.1.3	Tree Survey						1	2	16			\$2,842						\$0	\$2,842
7.1.4	Optional Tree Species Survey							2	8			\$1,450			\$100		\$100	\$1,550	
7.2	Temporary Right of Entry Submittal											\$0						\$0	\$0
7.3	Subsurface Utility Engineering																	\$0	\$0

**Attachement B
Level of Effort Spreadsheet
TASK/HOUR BREAKDOWN
Design Services for
Hickory Creek Road East from Teasley Lane (FM 2181) to FM 2499**

Task No.	Task Description	Labor (hours)									Total Labor Cost	Expense			Total Expense Cost	Task Sub Total		
		Principal	Project Manager	Project Engineer	EIT	CADD	RPLS	Survey Tech	2 Man Crew	Admin		Subconsultant		Travel			Reproduction	
		Rate	\$246	\$160	\$144	\$106	\$111	\$192	\$125	\$150		\$92	MWBE	Non-MWBE				
7.3.1	SUE Kroger to FM 2499 (includes plan sheets)											\$0	\$22,181				\$22,181	\$22,181
8.0	ROW Services	0	0	0	0	0	12	25	8	0	\$6,629	\$0	\$0	\$0	\$0	\$0	\$0	\$6,629
8.1	Right-of-Entry Documents						1	1			\$317						\$0	\$317
8.2	Right-of-Way Document Preparation and Submittal						11	24	8		\$6,312						\$0	\$6,312
8.3	Temporary Right of Entry Submittal										\$0						\$0	\$0
9.0	Geotechnical Investigation	0	2	0	0	0	0	0	0	0	\$320	\$5,850	\$0	\$0	\$0	\$0	\$5,850	\$6,170
9.1, 9.2, 9.3	Field Exploration, Laboratory Testing, Analysis and Report	0	2								\$320	\$5,850						\$320
10.0	Public Involvement	0	5	5	0	0	0	0	0	0	\$1,520	\$0	\$0	\$0	\$0	\$0	\$0	\$1,520
10.1	Public Meetings (1)	0	5	5							\$1,520							\$1,520
11.0	Permitting	0	0	7	20	20	0	0	0	0	\$5,348	\$900	\$0	\$0	\$0	\$0	\$900	\$6,248
11.1	TxDOT			5	20	20					\$5,060						\$0	\$5,060
11.2	TDLR			2							\$288	\$900					\$900	\$1,188
12.0	Miscellaneous Design Services	0	0	0	0	0	0	0	0	0	\$12,504	0	0	0	0	0	0	\$12,504
12.1	Miscellaneous Design Services										\$12,504							\$12,504
Totals		0	112	352	490	408	25	58	98	8	\$205,826	\$29,824	\$0	\$1,850	\$2,500	\$34,174	\$240,000	

Project Summary	
Total Hours	1,551
Total Labor	\$205,826
Total Reimbursable Expense	\$4,350
MBE/SBE Subconsultant	\$29,824
Non-MBE/SBE Subconsultant	\$0
MBE/SBE Participation	12.4%
Total Project Cost	\$240,000.00



- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING AND TESTING
- CONSTRUCTION INSPECTION

Attachement B-1

March 29, 2018

Mr. Chad G. Gartner, P.E.
Assistant Vice President
Transystems
500 West Seventh Street, Suite 1100
Fort Worth, Texas 76102

Phone: (817) 339-8950
Cell: (817) 313-0093
e-mail: cggartner@transystems.com

Re: Proposal for Geotechnical Investigation
New Pavement
Hickory Creek Road
Denton, Texas
AGG Proposal No. P18-0327E

Mr. Gartner:

We understand that we have been selected based upon our qualifications in accordance with the Professional Services Procurement Act for providing engineering services on municipal projects. We are pleased to submit this proposal for geotechnical engineering services for the project referenced above. This proposal includes a description of the project, scope of work, fee and terms and conditions.

PROJECT DESCRIPTION

The project consists of approximately 1,100 linear feet of Hickory Creek Road extension (eastbound lanes) between Nautical Lane and FM-2499 in Denton, Texas. We understand that the proposed new pavement will consist of 2-lane concrete roadway.

SCOPE OF WORK

The geotechnical investigation performed for the referenced project will consist of field and laboratory investigations, engineering analysis, and a report prepared by a Registered Professional Engineer.



Proposal for Geotechnical Investigation
Pavement Extension
Hickory Creek Road
Denton, Texas
AGG Proposal No. P18-0327E
Page 2

FIELD INVESTIGATION

As requested, the field investigation will consist of drilling two (2) test borings along the proposed alignments. The test borings will be drilled to depths of 20 feet below the existing grade.

Subsurface soil samples will be secured with thin walled tube and/or split spoon samples depending on soil type and consistency. Rock encountered in the bridge borings will be cored and evaluated using the Texas Department of Transportation Penetrometer (TxDOT Cone). All samples will be properly logged, packaged, sealed, and placed in a core box for transportation to the laboratory. The test borings will be backfilled with soil cuttings upon drilling completion.

AGG assumes that the client has the right-of-entry to the property and that the boring locations will be accessible to our conventional truck mounted drilling equipment during normal working hours in areas free of trees. Should unusual soil conditions be encountered, we will call you with a recommendation and cost estimate to explore these unusual conditions.

Alliance Geotechnical Group will contact Texas 811 and the City of Denton Water Department to have them locate underground utilities. However, Alliance Geotechnical Group is not responsible for damage to underground utilities that are not identified prior to drilling.

Laboratory Investigation

Laboratory tests will be conducted to classify the soil and to evaluate the volume change potential and strength of the soil present at the site. Soil classification tests will consist of Atterberg limits (plasticity index), minus #200 sieve, moisture content and dry unit weight. The volume change potential of the soils will be evaluated by swell tests. The strength of the soil will be estimated using hand penetrometer test. In addition, lime / PI series test and soluble sulfate test will also be performed on selected clay samples.

Engineering Analyses

Results of field and laboratory work will be presented in an engineering report. The report will include our recommendations to guide design and construction of the foundations and will include the following:

1. Plan of borings, boring logs, water level observations, and laboratory test results.
2. Concrete pavement thickness recommendations based upon design traffic data provided by others.
3. Pavement subgrade stabilization recommendations.
4. Comments on the presence and effect of expansive soils on pavement construction will be provided. Alternative methods of reducing any anticipated shrink/swell movements associated with expansive clays will be included for pavement construction, if required.



Proposal for Geotechnical Investigation
Pavement Extension
Hickory Creek Road
Denton, Texas
AGG Proposal No. P18-0327E
Page 3

GEOTECHNICAL FEES

Based on the proposed scope of work, we will provide the geotechnical investigation for this project for a lump sum fee of **\$5,850.00**.

TERMS AND CONDITIONS

If this proposal meets with your approval, please sign below to authorize Alliance Geotechnical Group to perform the work. Please contact us after reviewing our proposal if you have any questions. We look forward to working with you on this project.

Sincerely,

ALLIANCE GEOTECHNICAL GROUP

Francis Mbogning, E.I.T.
Project Manager

Michael D. Roland, P.E.
Vice President

ACCEPTED BY:

Name

Date

Title

Attachment B-2

ARS Engineers, Inc.
 City of Denton - Hictory Creek Road
 Limits: Teasley (FM 2181) to 432' West of Nautical Lane

SPECIFIED RATE	Admin/ Clerical	Senior Project Manager	Senior CADD Operator	RPLS Project Manager	Survey Tech	Total
	\$58.12	\$179.21	\$83.55	\$123.51	\$53.28	
Coordination/Reporting	1	2				3
QA/QC		2		1		
Total Hours	1	4	0	1	0	3
SUBTOTAL SPECIFIED RATE	\$58.12	\$716.84	\$0.00	\$123.51	\$0.00	\$898.47

UNIT COST	COST/UNIT	QUANTITY	UNIT	COST
SUBSURFACE UTILITY INVESTIGATION				
SUE (Quality Level B)	\$1.40	3500	LF	\$4,900.00
SUE (Quality Level C and D)	\$0.55	1500	LF	\$825.00
SUBTOTAL UNIT COST		\$5,725.00		\$5,725.00

EXPENSES	COST/UNIT	QUANTITY	UNIT	COST
Mileage	\$0.535	250	Mile	\$133.75
Traffic Control Services Small Project (Includes labor, equipment & fuel)	\$1,425.00	1	day	\$1,425.00
SUBTOTAL OTHER DIRECT EXPENSES				\$1,558.75

ESTIMATED WORK BREAKDOWN	SPECIFIED RATE	UNIT COST	OTHER DIRECT EXPENSES	TOTALS
TOTAL	\$898.47	\$5,725.00	\$1,558.75	\$8,182.22

Attachment B-3

ARS Engineers, Inc.
 City of Denton - Hictory Creek Road
 Limits: 432' West of Nautical Lane to FM 2499 (Barrel Strap)

SPECIFIED RATE	Admin/ Clerical	Senior Project Manager	Senior CADD Operator	RPLS Project Manager	Survey Tech	Total
	\$58.12	\$179.21	\$83.55	\$123.51	\$53.28	
Coordination/Reporting	1	2				3
QA/QC		2		1		
Total Hours	1	4	0	1	0	3
SUBTOTAL SPECIFIED RATE	\$58.12	\$716.84	\$0.00	\$123.51	\$0.00	\$898.47

UNIT COST	COST/UNIT	QUANTITY ARS	UNIT	COST
SUBSURFACE UTILITY INVESTIGATION				
SUE Field Services One (1) Designating Person with equipment	\$130.00	9	hour	\$1,170.00
Vacuum Truck Mobilization/Demobilization	\$5.00	65	mile	\$325.00
SUE (Quality Level B)	\$1.40	5500		\$7,700.00
SUE (Quality Level C and D)	\$0.55	3500		\$1,925.00
SUE (Quality Level A) 0 feet to 5 feet	\$1,100.00	2	each	\$2,200.00
SUE (Quality Level A) Over 5 feet to 8 feet	\$1,250.00	2	each	\$2,500.00
SUE (Quality Level A) Over 8 feet to 13 feet	\$1,650.00	1	each	\$1,650.00
SUE (Quality Level A) Over 13 feet to 20 feet	\$2,200.00	1	each	\$2,200.00
SUBTOTAL UNIT COST		\$19,670.00		\$19,670.00

EXPENSES	COST/UNIT	QUANTITY ARS	UNIT	COST
Mileage	\$0.535	350	Mile	\$187.25
Traffic Control Services Small Project (Includes labor, equipment & fuel)	\$1,425.00	1	day	\$1,425.00
SUBTOTAL OTHER DIRECT EXPENSES				\$1,612.25

ESTIMATED WORK BREAKDOWN	SPECIFIED RATE	UNIT COST	OTHER DIRECT EXPENSES	TOTALS
TOTAL	\$898.47	\$19,670.00	\$1,612.25	\$22,180.72

Attachment B-4

**GRAM TRAFFIC – NORTH TEXAS
WORK AUTHORIZATION**

Chad G. Gartner PE
Associate
Assistant Vice President
TranSystems
500 West Seventh Street - Suite 1100
Fort Worth, TX 76102
Main: 817-339-8950

Re: Denton, TX

GRAM Traffic North Texas, Inc. will provide the following services:

- 1 24-Hour Turning Movement Count Intersection @ \$795/intersection
Includes Bi-Directional Volume Data with Basic Classification (Lights, Mediums, Articulated Trucks)
 - 1. Hickory Creek Rd @ FM 2499 (Barrel Strap)

Count Cost:	\$ 795.00
Mileage:	\$ 98.10 (180 miles @ .545/mile)
Project Cost:	\$ 893.10

Submitted by:
Stephanie Swenson
GRAM-North Texas
4-10-18

This is being Submitted for Lump Sum Invoicing/Price Good for 90 days

Accepted By Authorized Representative:

Printed Name

Date

Signature



1120 W. Lovers Lane/Arlington, Texas 76013 * (817) 265-8968 * gramntx@gramntx.com

City of Denton
Opinion of Probable Cost - Preliminary
Hickory Creek Road East

Prepared by: TranSystems Corporation Consultants
Date: April 11, 2018

DESCRIPTION	UNIT	QUANTITY	BID PRICE	TOTAL
RIGHT-OF-WAY PREPARATION	STA	14	\$ 2,500.00	\$35,000.00
REMOVING CONCRETE PAVEMENT (ROADWAY)	SY	623	\$ 6.00	\$3,738.00
REMOVING CONCRETE (SIDEWALK OR RAMP)	SY	17	\$ 7.00	\$119.00
REMOVING CONCRETE (CURB & GUTTER)	LF	150	\$ 2.50	\$375.00
REMOVE CONCRETE (PAVERS)	SY	117	\$ 10.00	\$1,170.00
REMOVING STAB BASE AND ASPH PAV (3"-9") (ASPHALT ROADWAY)	SY	825	\$ 4.00	\$3,300.00
REMOVE STRUCTURE (INLET)	EA	1	\$ 715.00	\$715.00
REMOVE STRUCTURE (HEADWALL)	EA	1	\$ 1,100.00	\$1,100.00
REMOVE STRUCTURE (PIPE)	LF	110	\$ 18.00	\$1,980.00
MOBILIZATION AND BONDS (10%)	LS	1	\$ 161,000.00	\$161,000.00
BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	9	\$ 5,000.00	\$45,000.00
ROADWAY EXCAVATION	CY	1800	\$ 8.50	\$15,300.00
COMPACTED ROADWAY FILL AND EMBANKMENT	CY	5800	\$ 9.50	\$55,100.00
LIME	TON	101	\$ 175.00	\$17,675.00
LIME AND CEMENT MODIFICATION OF SUBGRADE 8" DEPTH	SY	4188	\$ 2.50	\$10,470.00
10" CONCRETE STREET PAVING	SY	4556	\$ 55.00	\$250,580.00
PEDESTRIAN HANDRAIL, TxDOT TYPE "F"	LF	70	\$ 133.00	\$9,310.00
LANDSCAPE PAVERS	SY	233	\$ 75.00	\$17,475.00
MONOLITHIC MEDIAN NOSE	EA	4	\$ 750.00	\$3,000.00
CONCRETE CURB MONO BARRIER	LF	2400	\$ 4.00	\$9,600.00
CONCRETE CURB AND GUTTER, 6" BARRIER	LF	860	\$ 23.00	\$19,780.00
CONCRETE DRIVEWAY (HIGH EARLY STRENGTH)	SY	0	\$ 75.50	\$0.00
CONCRETE SIDEWALK	SY	722	\$ 45.00	\$32,490.00
ADA CURB RAMP	EA	3	\$ 1,500.00	\$4,500.00
REFLECTIVE PAVEMENT MARKINGS TYPE I 4" WHITE BROKEN	LF	1585	\$ 1.00	\$1,585.00
REFLECTIVE PAVEMENT MARKINGS TYPE I 8" WHITE SOLID	LF	810	\$ 2.00	\$1,620.00
REFLECTIVE PAVEMENT MARKINGS TYPE I 12" WHITE SOLID	LF	400	\$ 2.50	\$1,000.00
REFLECTIVE PAVEMENT MARKINGS TYPE I 24" WHITE SOLID	LF	76	\$ 3.50	\$266.00
REFLECTIVE PAVEMENT MARKINGS TYPE I WHITE ARROW	EA	6	\$ 44.00	\$264.00
REFLECTIVE PAVEMENT MARKINGS TYPE I WHITE WORD	EA	3	\$ 55.75	\$167.25
PAVEMENT SEALER 4"	LF	1585	\$ 0.15	\$237.75
PAVEMENT SEALER 8"	LF	810	\$ 0.30	\$243.00
PAVEMENT SEALER 12"	LF	400	\$ 0.35	\$140.00
PAVEMENT SEALER 24"	LF	76	\$ 1.85	\$140.60
PAVEMENT SEALER (ARROW)	EA	6	\$ 25.00	\$150.00
PAVEMENT SEALER (WORD)	EA	3	\$ 29.25	\$87.75
PAVEMENT SURFACE PREP FOR 4" PAVEMENT MARKINGS	LF	1585	\$ 0.05	\$79.25
PAVEMENT SURFACE PREP FOR 8" PAVEMENT MARKINGS	LF	810	\$ 0.15	\$121.50
PAVEMENT SURFACE PREP FOR 12" PAVEMENT MARKINGS	LF	400	\$ 0.05	\$20.00
PAVEMENT SURFACE PREP FOR 24" PAVEMENT MARKINGS	LF	76	\$ 1.15	\$87.40
PAVEMENT SURFACE PREP FOR ARROW	EA	6	\$ 13.25	\$79.50
PAVEMENT SURFACE PREP FOR WORD	EA	3	\$ 16.00	\$48.00
INSTALL NEW TRAFFIC SIGN	EA	10	\$ 500.00	\$5,000.00
TOP SOIL	CY	660	\$ 17.00	\$11,220.00
BLOCK SODDING	SY	9248	\$ 4.00	\$36,992.00
TRENCH EXCAVATION PROTECTION	LF	500	\$ 2.75	\$1,375.00
INSTALL PRECAST CONCRETE BOX CULVERT (8 FT X 4 FT)	LF	140	\$ 550.00	\$77,000.00
24" CLASS III RCP	LF	260	\$ 70.75	\$18,395.00
36" CLASS III RCP	LF	150	\$ 115.00	\$17,250.00
STORM SEWER MANHOLE	EA	1	\$ 5,200.00	\$5,200.00
10' RECESSED CURB INLET	EA	2	\$ 3,700.00	\$7,400.00
15' RECESSED CURB INLET	EA	2	\$ 4,700.00	\$9,400.00

City of Denton
Opinion of Probable Cost - Preliminary
Hickory Creek Road East

Prepared by: TranSystems Corporation Consultants
Date: April 11, 2018

DESCRIPTION	UNIT	QUANTITY	BID PRICE	TOTAL
WINGWALL (PW-1)	EA	1	\$ 17,500.00	\$17,500.00
GABION MATTRESS (GALV)(12" DEPTH)	SY	318	\$ 70.00	\$22,260.00
TRAFFIC SIGNAL	EA	1	\$ 375,000.00	\$375,000.00
ADJUST WATER VALVE	EA	1	\$ 250.00	\$250.00
ADJUST SANITARY SEWER MANHOLE	EA	1	\$ 2,000.00	\$2,000.00
ELECRTC PEDESTAL SERVICE	EA	1	\$ 3,000.00	\$3,000.00
2" CONDT PVC SCH 80 (T)	LF	1300	\$ 12.00	\$15,600.00
2" CONDT PVC SCH 80 (B)	LF	100	\$ 24.00	\$2,400.00
4" CONDT RM (T)	LF	25	\$ 31.00	\$775.00
GROUND BOX TYPE B W/APRON	EA	4	\$ 600.00	\$2,400.00
RDWY ILLUMINATION ASSEMBLY	EA	6	\$ 2,400.00	\$14,400.00
3441.3201 137W LED FIIXTURE	EA	6	\$ 700.00	\$4,200.00
RDWY ILLUMINATION FOUNDATION	EA	6	\$ 1,500.00	\$9,000.00
2-2-2-4 Quadplex Elec Conductor	LF	1400	\$ 3.25	\$4,550.00
STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 25,000.00	\$25,000.00
			REMOVALS	\$47,497.00
			TRAFFIC CONTROL	\$206,000.00
			ROADWAY	\$504,829.00
			DRAINAGE	\$175,780.00
			TRAFFIC SIGNAL	\$375,000.00
			UTILITIES	\$58,575.00
			SWPPP	\$25,000.00
			SUBTOTAL	\$1,392,681.00
		501	CONTINGENCY (30%)	\$417,804.30
			TOTAL	\$1,810,485.30



TranSystems Corporation
Schedule of Hourly Rates for 2018
Fort Worth Office

Classification	PLC code	Rate	Classification	PLC code	Rate
Civil Engineer I	EC1	\$106	Two-Person Survey Crew	2M	\$151
Civil Engineer II	EC2	\$144			
Civil Engineer III	EC3	\$160	Structural Engineer 1	ES1	\$124
Civil Engineer IV	EC4	\$246	Structural Engineer 2	ES2	\$149
Civil Engineer V	EC5	\$434	Structural Engineer 3	ES3	\$173
			Structural Engineer 4	ES4	\$231
Technician I	T1	\$71	Structural Engineer 5	ES5	\$338
Technician II	T2	\$84			
Technician III	T3	\$111	Construction Services 1	CS1	\$74
Technician IV	T4	\$136	Construction Services 2	CS2	\$94
Technician V	T5	\$157	Construction Services 3	CS3	\$115
			Construction Services 4	CS4	\$198
Surveyor I	S1	\$68			
Surveyor II	S2	\$72			
Surveyor III	S3	\$96			
Surveyor IV	S4	\$140			
Surveyor V	S5	\$192			
Industry Specialist II	IS2	\$88			
Administrator II	A2	\$92			
Marketing Administrator 3	AM3	\$144			

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
- Vehicle mileage to be paid at the current IRS rate per mile.
- The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2018. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Exhibit A

House Bill 89 - Government Code 2270

VERIFICATION

I, Chad Gartner, the undersigned representative of TransSystems Corporation dba Company or Business name (hereafter referred to as company), being **an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of Denton.**

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Chad Gartner

Name of Company Representative (Print)

DocuSigned by:



Signature of Company Representative

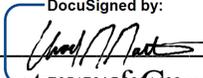
5/2/2018

Date

Exhibit A
Senate Bill 252 -Government Code 2252
CERTIFICATION

I, Chad Gartner, the undersigned representative of TransSystems Corporation dba TransSystems Corporation Consultant (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Denton's Materials Management Department.

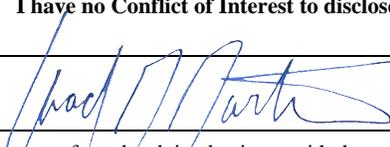
Chad Gartner
Name of Company Representative (Print)

DocuSigned by:

Chad Gartner
Signature of Company Representative

5/2/2018
Date

City of Denton
RFQ for Professional Engineering Services

ATTACHMENT E-CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE -	FORM CIQ
For vendor or other person doing business with local governmental entity	
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	
<p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	
1	Name of vendor who has a business relationship with local governmental entity.
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7 th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)
3	Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center;"> _____ Name of Officer </div> <p>This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>
4	<input checked="" type="checkbox"/> I have no Conflict of Interest to disclose.
5	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;">  _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 45%; text-align: right;"> 11/28/17 _____ Date </div> </div>

Certificate Of Completion

Envelope Id: 446FB25C5865417A85B893E69B5EB6EA
 Subject: City Council Docusign Item - 6590-011 Transystem
 Source Envelope:
 Document Pages: 46
 Certificate Pages: 6
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Jamie Cogdell
 901B Texas Street
 Denton, TX 76209
 Jamie.Cogdell@cityofdenton.com
 IP Address: 129.120.6.150

Record Tracking

Status: Original
 5/2/2018 12:31:27 PM

Holder: Jamie Cogdell
 Jamie.Cogdell@cityofdenton.com

Location: DocuSign

Signer Events

Signature

Timestamp

Jamie Cogdell
 jamie.cogdell@cityofdenton.com
 Senior Buyer
 City Of Denton
 Security Level: Email, Account Authentication
 (None)

Completed
 Using IP Address: 129.120.6.150

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 Signed: 5/2/2018 1:01:13 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Chad Gartner
 cggartner@transystems.com
 TranSystems Corporation dba TranSystems
 Corporation Consultants
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:
 Accepted: 5/2/2018 1:08:52 PM
 ID: 418c6e22-9971-480e-8b25-f31403385931

Larry Collister
 larry.collister@cityofdenton.com
 First Assistant City Attorney
 City of Denton
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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Tabitha Millsop
 tabitha.millsop@cityofdenton.com
 City of Denton
 Security Level: Email, Account Authentication
 (None)

Sent: 5/8/2018 10:59:49 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Todd Hileman
 todd.hileman@cityofdenton.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Jennifer Walters
jennifer.walters@cityofdenton.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sherri Thurman
sherri.thurman@cityofdenton.com
City of Denton
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 5/2/2018 1:18:40 PM

Jane Richardson
jane.richardson@cityofdenton.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer Bridges
jennifer.bridges@cityofdenton.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jane Richardson
jane.richardson@cityofdenton.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lee Perry
lee.perry@cityofdenton.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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