

ORDINANCE NO. 18-1662

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC., FOR ARCHITECT OR ENGINEERING SERVICES FOR THE LOCUST AND ELM STREET WATER, WASTEWATER, AND DRAINAGE IMPROVEMENTS PROJECT, AS SET FORTH IN THE AGREEMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 6590-041 – PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECT OR ENGINEER SERVICES AWARDED TO HALFF ASSOCIATES, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$837,900).

WHEREAS, on March 6, 2018, the City Council approved a pre-qualified engineer list (Ordinance 2018-331), and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager is hereby authorized to enter into an agreement with Halff Associates, Inc., to provide professional architect or engineering services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

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

SECTION 3. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under the RFQ 6590-041 to the City Manager of the City of Denton, or his designee.


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

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

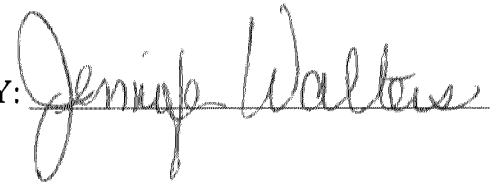
The motion to approve this ordinance was made by John Ryan and seconded by Paul Meltzer, the ordinance was passed and approved by the following vote [5 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gerard Hudspeth, District 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Keely G. Briggs, District 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Don Duff, District 3:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Ryan, District 4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deb Armintor, At Large Place 5:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paul Meltzer, At Large Place 6:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND APPROVED this the 6th day of November, 2018.

  
 \_\_\_\_\_  
 CHRIS WATTS, MAYOR

ATTEST:  
 JENNIFER WALTERS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
 AARON LEAL, CITY ATTORNEY

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



## DocuSign City Council Transmittal Coversheet

PSA	6590-041
File Name	Locust Street & Elm Street Water ,Wastewater and Drainage
Purchasing Contact	Adrian Brown
City Council Target Date	November 6, 2018
Piggy Back Option	N/A
Contract Expiration	N/A
Ordinance	18-1662

## **CITY OF DENTON, TEXAS**

### **STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES FILE 6590-041**

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Halff Associates, Inc. with its corporate office at: 1201 North Bowser Road, Richardson, TX 75081 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Locust Street and Elm Street Water, Wastewater and Drainage Improvement Project (the "PROJECT").

#### **SECTION 1 Scope of Services**

- A.** The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.
- B.** Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

#### **SECTION 2 Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$837,900.00 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment D.

### **SECTION 3** **Terms of Payment**

Payments to the ENGINEER will be made as follows:

#### **A. Invoice and Payment**

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

### **SECTION 4** **Obligations of the Engineer**

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

#### **A. General**

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

## **B. Standard of Care**

The ENGINEER shall perform its services:

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

## **C. Subsurface Investigations**

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

## **D. Preparation of Engineering Drawings**

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

## **E. Engineer's Personnel at Construction Site**

- (1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means,

techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.
- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

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

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

## **G. Construction Progress Payments**

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

## **H. Record Drawings**

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

## **I. Right to Audit**

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

audits.

- (3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

## J. INSURANCE

### (1) ENGINEER'S INSURANCE

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

officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.

- c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.
  - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.
- d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

## (2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.
- b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.
- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance

requirements.

- e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.
- f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.
- g. Any deductible or self insured retention in excess of \$25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.
- j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.
- k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.
- l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.
- m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably

equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

#### **K. Independent Consultant**

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

#### **L. Disclosure**

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

#### **M. Asbestos or Hazardous Substances**

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

#### **N. Permitting Authorities - Design Changes**

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

## **O. Schedule**

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

## **P. Equal Opportunity**

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.
- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

## **SECTION 5** **Obligations of the City**

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

### **A. City-Furnished Data**

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

### **B. Access to Facilities and Property**

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

### **C. Advertisements, Permits, and Access**

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

#### **D. Timely Review**

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

#### **E. Prompt Notice**

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

#### **F. Asbestos or Hazardous Substances Release.**

- (1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.
- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

#### **G. Contractor Indemnification and Claims**

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

#### **H. Contractor Claims and Third-Party Beneficiaries**

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

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

will be the beneficiary of any undertaking by the ENGINEER."

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

#### **I. CITY's Insurance**

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

#### **J. Litigation Assistance**

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

#### **K. Changes**

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

### **SECTION 6** **General Legal Provisions**

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

#### **A. Authorization to Proceed**

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

## **B. Reuse of Project Documents**

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

## **C. Force Majeure**

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

## **D. Termination**

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.
- b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
- b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
- c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(2) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

## **E. Suspension, Delay, or Interruption to Work**

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

## **F. Indemnification**

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

## **G. Assignment**

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

## **H. Jurisdiction**

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

## **I. Severability and Survival**

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

## **J. Observe and Comply**

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws

ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES.**

#### **K. Immigration Nationality Act**

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

#### **L. Prohibition On Contracts With Companies Boycotting Israel**

ENGINEER acknowledges that in accordance with Chapter 2270 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the AGREEMENT.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **M. Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER, pursuant to Chapter 2252, is not ineligible to enter into this AGREEMENT and will not become***



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

DocuSigned by:  
  
\_\_\_\_\_  
Signature

Director/City Engineer

\_\_\_\_\_  
Title

Capital Projects

\_\_\_\_\_  
Department

Date Signed: 10/12/2018  
\_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
AARON LEAL, CITY ATTORNEY

DocuSigned by:  
By:   
\_\_\_\_\_

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

DocuSigned by:  
By:   
\_\_\_\_\_

## **ATTACHMENT “A” SERVICES**

### **Locust Street and Elm Street Water, Wastewater and Drainage Improvements from W. University Drive (US 380) to Hickory Street North Pecan Creek and Pecan Creek Drainage Study Phase I and II**

This Attachment “A” defines the services Halff Associates, Inc. will perform as part of the Locust Street and Elm Street Water, Wastewater and Drainage Improvements, North Pecan Creek and Pecan Creek Drainage Study Phase I Projects. The utility relocation project is to precede the TxDOT street resurfacing projects for these streets. The project limits for each project are between West University Drive (US 380) and Hickory Street in downtown Denton. Halff will provide water and sanitary sewer design in accordance with the City of Denton Water and Wastewater Criteria Manual October 24, 2017.

The North Pecan Creek and Pecan Creek drainage study phase I is also to precede the TxDOT street resurfacing projects. The study is to assess the current level of services for the existing drainage structures and evaluate potential improvements to the level of service that could be constructed in conjunction with the utility improvements and roadway overlays. Phase one of this study will focus on the drainage evaluation and alternative sizing of two (2) cross structures at Elm Street and Locust Street along North Pecan Creek and one culvert at Elm Street and Locust Street along Pecan Creek. The hydrologic study and limited detail routing model will include the drainage area contributing to these crossing locations, including two detention structures in the upper headwaters. The hydraulic study will consider the area immediately upstream and downstream of the structure locations necessary to evaluate downstream backwater effects and evaluate the hydraulic capacity of the structures.

The second phase of the drainage study will focus on the detailed watershed study for master planning along North Pecan Creek and Pecan Creek. The hydrologic study and detailed routing model will include the drainage area contributing to Woodrow Lane, including two detention structures in the upper headwaters. The hydraulic study includes approximately 6.2 stream miles of detailed study extending from the downstream limits at Woodrow Lane upstream to the North Lakes ponds near Bonnie Brae Street and Windsor Drive.

The detailed scope of the project follows.

#### **Locust Street and Elm Street Water and Wastewater Relocations**

The City of Denton provided the following information:

1. Phase 2&3 Locust Utility Relocations Water and Sanitary Sewer Improvements January 2015 90% plans in PDF and Autocad formats.
2. Locust Street and Elm Street survey files in Autocad format dated 2013.
3. Survey points and control files dated 2013.

Halff will provide the following services:

**I. Surveying.** The Consultant shall provide surveying services, which, in general, may be defined as normal services applicable to a project of this type. Halff will use the 2013 surveys provided and supplement the information as necessary. The following will also apply.

1. Horizontal Control and Vertical benchmarks shown in the 2015 plans shall be verified. Halff will reestablished any missing or damaged points such that all points of construction shall be within 500 feet of a benchmark. Benchmarks should not be subject to loss during construction. Fire hydrants and similar appurtenances are not to be used for benchmarks.
2. Halff will review the surveyed area. Topographic features not included in the 2013 survey will be surveyed along with any other features needed for design, review, permitting, construction and inspection of the project. Coverage will extend beyond the proposed rights-of-way far enough to integrate the design with the adjacent property features, including driveways and walkways.
3. Existing property corners, iron pins, etc. will be tied only if visible in the field during the survey. All utility work will be conducted within the street right of way. No right of way acquisition is anticipated so Halff will use Denton County Appraisal Data and property lines provided by the City to illustrate individual properties on the plans.

**II. Subsurface Utility Engineering.**

Halff will perform SUE in accordance with ASCE CI/ASCE 38-02 “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.” This standard defines the following Quality Levels:

- Quality Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.
- Quality Level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

- Quality Level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.
- Quality Level D: Information derived from existing records or oral recollections.

Halff will perform the following SUE services:

1. Locating (Vacuum Excavation) – Level A. Up to twenty five (25) test holes will be performed on various subsurface utilities at locations agreed to by the City and Halff’s Design Engineer. Halff will dig an 8” x 8” test hole, record the depth, backfill and compact the hole, and restore the surface to its original condition. An iron rod with cap or “x-cut” will be set to mark the location of the test hole.

Halff’s services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. Halff will make a good faith effort to locate all utilities but shall be compensated for work performed even if the utility is not located.

2. Designating – Level B. Halff will designate toneable subsurface utilities using geophysical prospecting equipment and mark with paint and/or pin flags within the Locust Street and Elm Streets rights of way between West University Drive and Hickory. We anticipate designating telephone, cable TV, electric, gas, water, wastewater and storm sewer.

Designating irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access is not included in this Work Authorization. Because of limited record information, Halff cannot guarantee that all utilities will be found and marked on the project.

3. Surveying – Level C. The designating work (paint marks, pin flags, and all above ground utility appurtenances) and locating work (iron rod with cap or “x-cut”) will be surveyed and tied to the project survey control. The survey control and base / seed file will be provided to Halff by the City.
4. Records Research – Level D. Available Records will be provided to Halff by the City. Halff will perform additional record research as needed to successfully complete the project.

5. SUE Field Manager / Professional Engineer. A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer

will be responsible for QA/QC, management of the contract, and coordination with the project team.

6. SUE Deliverables / CADD. Deliverables for the designating work will include an electronic file (Microstation and/or AutoCAD format) containing the horizontal locations of the utilities. The utilities will be overlaid onto the base / seed file provided by the City and/or Halff's Design Engineer.

A Test Hole Data Form will be completed and submitted to the City for each hole performed indicating depth, size, and material of utility. Electronic files will also be provided in Microstation and/or AutoCAD format along with PDFs.

7. Traffic Control. Halff will provide routine/ordinary temporary work zone traffic control consisting of cones and free-standing signage for this project. It does not include lane closure(s), flag person(s), arrow board(s), changeable message board(s), or the preparation of engineered traffic control plans. If unique or additional traffic control situations are required, Halff will prepare a Supplemental Agreement and submit for approval to the City.

**III. Construction Documents.** The Consultant shall develop construction plans, specifications, and estimates of probable construction cost for review, permitting, bidding, construction, inspection and record keeping. In general, construction plans shall be consistent with normal practice for projects of this nature. The design of the project shall be in general accordance with the City of Denton Water and Wastewater Criteria Manual, Denton ordinances, Denton standard details, and good engineering practices.

Locust Street Construction Documents shall be prepared and submitted at the 90% milestone. Halff will use the 2015 plans set as a guide to prepare the construction plans. After City review, Halff will prepare the 100% plans for final review followed by the signed and sealed construction plans.

Elm Street preliminary water and wastewater plans shall be prepared and submitted at the 30% milestone. Final water and wastewater documents shall be prepared and submitted at the 90%, 100%, and construction milestones. Also, the Consultant may submit plan sheets or working drawings to the City for review and comment to reduce the number of revisions that otherwise would be required. During development of the plans, the Consultant shall attend meetings as needed. These meetings will include a project Kick Off Meeting at the beginning of the project and review meetings following each submittal. The Consultant shall, in company with the City, perform at plans-in-hand reviews at the 30%, 90%, and 100% submittals.

The construction documents will consist of numerous sheets ordered as follows:

1. Title Sheet . The title sheet shall include a location map drawn to a scale of 1" = 1000', approximately ten inches square. It shall also include a sheet index with drawings numbered consecutively and without subscripts. Additionally, the title sheet shall show the project name, project number, date, City logo, Consultant's name, address, and telephone number and other items as may be specified.
2. Project Layout Sheet(s). The project layout sheet(s) shall be drawn to a scale of 1" = 200' and laid out with the north arrow up on the sheet. The purpose of the project layout is to depict the project in a simplified view. Major items of work should be shown without excessive detail. This sheet(s) may include a listing of abbreviations, legend, general notes, and key map.
3. Typical Sections. Typical sections shall be drawn to scales of 1" = 5' h and 1" = 2' v and shall depict a view looking north or east. As a minimum, typical sections are to be drawn showing the relationship of the existing and proposed storm drain, sanitary sewer and water lines to existing street and right of way features. Typical sections should include existing roadways, utilities, right-of-way lines, etc., along with all proposed improvements and should depict all significant items of work. Each section should extend beyond the easement and rights-of-way a sufficient distance to clearly show the relationship between the proposed improvements and the existing properties.
4. Storm Drain Construction Plan Preparation. Halff will prepare the construction plans necessary to replace the existing culverts and storm drain laterals in Locust Street and Elm Street in accordance with the Phase I report recommendations. Halff will prepare drainage area maps, culvert and lateral plan and profile sheets, and associated calculations. The storm drain improvements will be included in the water and wastewater relocation plans. Halff will review City of Denton Stormwater Design Criteria Manual, March 20, 2018 and the TxDOT Hydraulic Design Manual. The storm drain design will be based on the more stringent of the two.
  - a. Drainage Area Maps – Halff will prepare the drainage area maps using an appropriate engineering scale. The maps will be based on available existing aerial topography and images.
  - b. Drainage Plan and Profile sheets – Halff will prepare the plan and profile sheets consistently with the water and sanitary sewer sheets described above.
  - c. Since the street section and grades are not changing, some of the recommended criteria in the drainage criteria manuals may not be achievable. If this is the case, Halff will provide recommendations on improvements that meet the criteria and project budget to the greatest extent possible.

5. Stormwater Management Site Plan and Stormwater Pollution Prevention Plan (SWMSP) – Permanent and Temporary Controls. Halff will prepare the stormwater management site plan identifying the permanent erosion and sediment control best management practices (BMP) in accordance with city ordinance, state regulations, and federal standards. The SWMSP will be coordinated with the drainage plans and included on the drainage construction plans and details. Halff will also prepare the temporary construction erosion and sediment control sheet to identify the temporary BMPs and locations for erosion and sediment control during construction. This plan will be suitable for the construction Contractor to insert in his Stormwater Pollution Prevention Plan (SW3P). This proposal does not include complete SW3P preparation for construction.
6. Traffic Control Sheets. Halff will prepare traffic control sheets in accordance with the Texas Manual on Uniform Traffic Control Devices (MUTCD) and TxDOT standards. The sheets will indicate advanced signage and detailed detours, lane closings, and other traffic modifications necessary for the construction and TxDOT review of the project.
7. Bypass Pumping Plans. Halff will prepare the necessary bypass pumping plans to provide direction of handling wastewater during construction of lines conflicting with existing wastewater lines. The city shall provide the necessary flow data or estimates of flow for the construction documents.
8. Plan and Profile Sheets. Plan-profile sheets shall be arranged from south to north and from west to east, with the north arrow up or to the right on the sheet. Plan-profile sheets shall be drawn to scales of 1" = 20' h or 1" = 40' h and 1" = 4' v. Stationing shall be from south to north or west to east with the beginning station being set at approximately 1+00 or coordinated with the existing water and wastewater plans. The plan and profile station should align vertically on the sheet with the proposed centerline drawn parallel to the profile grid. When there is a centerline curvature, the plan-profile should be drawn so that as much of the plan view is in alignment as possible. Plan-profile sheets shall depict all existing and proposed items pertinent to the project.
9. Detail Sheets. The City's standard drawings may be used as a beginning point in developing standard details for this project. They shall be reviewed and modified for this project as necessary. Where other agency standards are used, they shall be reduced as necessary to fit on the City's standard sheet format with complete title block.
10. Prints. The Consultant shall provide prints and electronic .pdf files of construction plans for review and permitting. Three sets of plans will be submitted to the City for each review stage. The Consultant will provide

utility companies with copies of 90% and 100% plans for review. The City will run prints or provide electronic copies for bidding and construction.

11. General. Construction plans shall be developed on electronic files compatible with the City's CADD system, AutoCAD R14 or higher. The City's standard format shall be used. All review prints shall be furnished on 22" x 34" sheets. Construction plans shall be suitable for half-scale reduction and shall be provided as follows: two full size sets (22"x34") and four half sized (11"x17") sets of paper originals.
12. Specifications and Estimates. The Consultant shall prepare technical specifications required for bidding and constructing the project. Only specifications amending, or supplementing COG specifications need be furnished. Under this section, the Consultant shall also provide a listing of bid items with quantities and construction cost estimates. Specifications, bid items and quantities shall be furnished on hard copy and by electronic file. Halff will also prepare estimates of probable construction cost at each milestone submittal. The estimates will be based on the latest TxDOT unit prices and unit prices obtained from similar municipal projects.

#### **IV. Bidding, Construction, Closure.**

1. Bidding. During the bidding phase, the Consultant will assist the City by addressing technical questions and preparing draft addenda for issuance by the City. The Consultant will attend one pre-bid meeting. The Consultant will assist the City in evaluating bids, attend the bid opening, and prepare the bid tabulation.
2. Construction. The Consultant will attend the pre-construction meeting. Halff will also address contractor requests for information, review submittals, and answer questions during construction. The Consultant's design engineer and/or project manager shall visit the site at least once per calendar month to evaluate the general progress of the construction. This proposal assumes 6 site visits will be conducted. Monthly reports shall be prepared and forwarded to the City outlining any deviations noted from the requirements of the contract documents. The Consultant will not be responsible for the contractor's work, nor shall the Consultant be required to perform inspection services. The Consultant shall assist the City in the preparation of field changes and/or change orders which may become necessary for the orderly completion of the project. The Consultant shall assist the City in performing a final walk-through inspection and prepare a written "final punch list".
3. Closure. The Consultant shall prepare "as built" plans, incorporating all changes provided by the Contractor and known variations to provide the City the best possible set of record drawings. The final record drawings shall be

furnished on mylar, of the same specification as provided for in the Agreement and on CD.

**Locust Street and Elm Street North Pecan Creek and Pecan Creek Drainage Study  
– Phase I**

**V. Study Management and Coordination**

- a. Halff will attend an initial kickoff meeting to discuss the project.
- b. Halff will provide a proposed schedule at the beginning of the study and keep the City informed on any necessary updates to the schedule throughout the project.
- c. Halff will be available to attend a meeting with the City to discuss the existing conditions modeling and alternative evaluation options.
- d. Halff will be available to attend a meeting with the City to discuss the results of the alternative evaluations and assist in the selection of the preferred drainage option.
- e. Deliverables
  - i. Documentation
  - ii. Project Schedule
  - iii. Support Data – Relevant meeting notes and email correspondence, project status updates, and action items/follow-up for Halff.
  - iv. Monthly Progress Reports

**VI. Data Collection and Evaluation**

- a. Halff will be allowed to utilize existing City models, topography/terrain data, reports, applicable memorandums, shapefiles, and survey data related to the project.
- b. Denton will provide available record drawings of storm drain infrastructure and drainage structures for the watershed area.
- c. Denton will provide historical flooding information and available drainage complaints for affected properties in the study area.
- d. Denton will be asked to request flood claims data from the TWDB to assist in the assessment of existing flood risk and confirmation of model results. Halff will prepare a draft request for the City's consideration, if needed.
- e. Halff will use the provided information and terrain data as part of the base model data.
- f. Halff will identify and collect some supplemental field measurements for conceptual analysis, if needed. Survey will not be included in this scope of work.
- g. Halff will visit the site and watershed area to make general observations and to take photos for reference.
- h. Halff will develop a base map of existing conditions from the data collected in the phase, to utilize for the evaluation of existing level of service and for the alternatives analysis.

## **VII. Evaluation of Existing Conditions**

- a. Upon completion of the field surveys and site observations, Halff will evaluate and verify existing data provided versus actual conditions in the field.
- b. Hydrology - Halff will evaluate existing conditions hydrology utilizing SCS Curve Number. Hydrology parameters will be prepared for curve number, impervious percentage, and time of concentration.
- c. Detention ponds – Two primary detention ponds will be evaluated in the upper watershed extents as part of the hydrologic evaluation.
- d. Hydraulics – Halff will evaluate existing conditions hydraulics utilizing the most current version of USACE HEC-RAS at time of contract. Hydraulic extents will be limited the areas immediately upstream and downstream of the existing structures and will only extend far enough to complete a level of service analysis of the structures, as determined by the engineer.
- e. Halff will simulate the 10-, 50-, 100, and 500-year storm flows.
- f. Halff will identify homes or properties that may be subject to flooding up to the 100-year event.
- g. Floodplain mapping will be provided for the 100-year and 500-year modeled events for the limits of detailed hydraulic analysis.
- h. Deliverables
  - i. Documentation
  - ii. Any relevant correspondences, discussions, and technical decisions regarding the analysis of the current drainage system
  - iii. Internal quality assurance/quality control documentation
  - iv. Hydrologic Model results
  - v. Hydraulic Model results
  - vi. Floodplain mapping and identification of impacted structures
  - vii. Digital Data
  - viii. Hydrologic and Hydraulics Models: HEC-HMS and HEC-RAS

## **VIII. Alternatives Analysis**

- a. Halff will prepare up to two (2) alternatives that focus on reduction of flooding impacts and that do not increase flooding downstream or on adjacent property owners. Generally, these alternatives may include a combination of increased cross drainage structures, channel resizing, and parallel drainage systems. Property acquisition may need to be considered for some of the alternatives.
- b. The routing model will be based on approximate structure sizes based on record drawings, field measurements, and/or effective models.
- c. The initial alternatives will be conceptual in nature for consideration by the City.
- d. Alternatives will consider constraints of residential properties located close to existing channel.
- e. Halff will identify potential utility conflicts or site conditions that may have an impact on design and construction.

- f. The alternative selected in coordination with the City will be finalized and prepared for design
- g. Deliverables
  - i. Documentation
  - ii. Any relevant correspondences, discussions, and technical decisions regarding the alternatives analysis
  - iii. Internal quality assurance/quality control documentation
  - iv. Model results comparisons
  - v. Floodplain mapping for alternatives
  - vi. Digital Data
  - vii. Hydrology and Hydraulics Model: HEC-HMS and HEC-RAS

#### **IX. Report Preparation**

- a. Halff will include information gathered in previous tasks and prepare a drainage report.
- b. The report will include information on the technical data used for the study, the evaluation of existing conditions, and the alternatives analysis. Associated figures, tables, and models will be included with the report.
- c. Halff will include estimates of probable construction costs for alternatives. Only the final selected alternative will include a full detailed cost estimate.
- d. Halff will provide recommendations on the proposed project and considerations that need to be made regarding design and construction of the recommended project.
- e. Halff will address comments from the City upon completion of the review of the report.
- f. Deliverables
  - i. Documentation
  - ii. Report documentation, including tables, figures, and digital models.
  - iii. Internal quality assurance/quality control documentation
  - iv. Digital Data
  - v. Digital models, shapefiles, and report in PDF format

### **PHASE 2 – NORTH PECAN CREEK AND PECAN CREEK WATERSHED STUDY**

The purpose and goal of the study is to update the existing conditions detailed hydrologic and hydraulic information and evaluate potential flood mitigation improvements in the watershed for master planning. The Elm/Locust Drainage Study Phase 1 improvements will be evaluated in conjunction with other watershed improvements.

A detailed scope for the drainage study with specific tasks and associated deliverables are discussed in the following scope of services.

#### **X. Project Management**

- a. Halff will attend an initial kickoff meeting to discuss the project.

- b. Halff will provide a proposed schedule at the beginning of the study and keep the City informed on any necessary updates to the schedule throughout the project.
- c. Halff will be available to attend a meeting with the City to discuss the existing conditions modeling and alternative evaluation options.
- d. Halff will be available to attend a meeting with the City to discuss the results of the alternative evaluations and assist in the selection of the preferred drainage option.

**XI. Data Collection and Evaluation**

- a. Halff will utilize the data collection and evaluation from the Elm/Locust Drainage Study.
- b. Field surveys of the 35 identified structures within the detailed study limits.
- c. Deliverables:
  - i. Documentation
  - ii. Project Schedule
  - iii. Support Data – Relevant meeting notes and email correspondence, project status updates, and action items/follow-up for Halff.
  - iv. Monthly Progress Reports

**XII. Evaluation of Existing Conditions**

- a. Upon completion of the field surveys and site observations, Halff will evaluate and verify existing data provided versus actual conditions in the field.
- b. Hydrology - Halff will utilize existing hydrology models prepared as part of the Elm/Locust Drainage Study and supplement with more detailed routing model information.
- c. Detention ponds – Incorporate detailed surveys for a storage evaluation of the existing ponds.
- d. Hydraulics – Halff will evaluate existing conditions hydraulics utilizing the most current version of USACE HEC-RAS at time of contract. Hydraulic study extents include approximately 6.2 stream miles of detailed study extending from the downstream limits at Woodrow Lane upstream to the North Lakes ponds near Bonnie Brae Street and Windsor Drive.
- e. Halff will simulate the 10-, 50-, 100, and 500-year storm flows.
- f. Halff will identify homes or properties that may be subject to flooding up to the 100-year event.
- g. Floodplain mapping will be provided for the 100-year and 500-year modeled events for the limits of detailed hydraulic analysis. Preliminary mapping of the 10-year and 50-year events can be provided for evaluation of alternatives but will not be cleaned to the typical FEMA standards.
- h. Deliverables:
  - i. Detailed surveys of cross-drainage structures in the watershed.

### **XIII. Alternatives Analysis**

- a. Halff will prepare up to five (5) alternatives that focus on reduction of flooding impacts and that do not increase flooding downstream or on adjacent property owners. Generally, these alternatives may include a combination of increased cross drainage structures, channel resizing, detention, and parallel drainage systems. Property acquisition may need to be considered for some of the alternatives.
- a. Floodplain mapping of alternatives will be provided in a coarse format that is typical for alternative comparison. The floodplain mapping will not be appropriate for FEMA submittal without further refinements.
- b. The initial alternatives will be conceptual in nature for consideration by the City.
- c. Alternatives will consider constraints of residential properties located close to existing channel.
- d. Halff will identify potential utility conflicts or site conditions that may have an impact on design and construction.
- e. Deliverables:
  - i. Documentation
    1. Any relevant correspondences, discussions, and technical decisions regarding the analysis of the current drainage system
    2. Internal quality assurance/quality control documentation
    3. Hydrologic Model results
    4. Hydraulic Model results
    5. Floodplain mapping and identification of impacted structures
  - ii. Digital Data
    1. Hydrologic and Hydraulics Models: HEC-HMS and HEC-RAS

### **XIV. Report Preparation**

- a. Halff will include information gathered in previous tasks and prepare a drainage report.
- b. The report will include information on the technical data used for the study, the evaluation of existing conditions, and the alternatives analysis. Associated figures, tables, and models will be included with the report.
- c. Halff will include estimates of probable construction costs for alternatives.
- d. Halff will provide recommendations on the proposed projects and considerations that need to be made regarding potential design and construction.
- e. Halff will address comments from the City upon completion of the review of the report.
- f. Documentation
  - i. Report documentation, including tables, figures, and digital models.
  - ii. Internal quality assurance/quality control documentation

- g. Digital Data
  - i. Digital models, shapefiles, and report in PDF format

**XV. Reimbursable.** Reimbursable costs include printing, deliveries, mileage, and other direct costs associated with the project. Reimbursable costs are included in the items described above.

**XVI. Miscellaneous.** Miscellaneous services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee. These services include but are not limited to:

1. TxDOT utility permit preparation
2. Level A SUE services
3. Geotechnical investigations
4. Water or wastewater flow calculations or estimations.
5. Storm drain and culvert replacement/repair construction documents.
6. Construction plans for roadway
7. Traffic signal design
8. Traffic studies
9. Street lighting design
10. Sidewalk and pedestrian facility design beyond that described above
11. TDLR permitting
12. Public meetings
13. Landscape and irrigation design
14. FEMA coordination with CLOMR, LOMR, etc.
15. Detailed drainage analysis of overflow areas, weirs, or 2-dimensional modeling.
16. Elevation certificates
17. Hydraulic floodway analysis
18. Filing fees and permitting fees
19. Sales tax
20. Quality control and material testing serviced during construction
21. Construction inspection
22. Additional surveying not listed including verification surveys, construction staking, and detailed survey of cross-drainage structures in the watershed.
23. Review of Engineers certificates. The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgement of the Engineer, increase the Engineer's risk of the availability or cost of his or her professional or general liability insurance.

**ATTACHMENT “B” COMPENSATION**

**Locust Street and Elm Street  
Water, Wastewater and Drainage Improvements  
From W. University Drive (US 380) to Hickory Street  
North Pecan Creek and Pecan Creek Drainage Study Phase I and II**

The estimated fees for the items established above shall be considered cost plus max time and material estimates and will be invoiced monthly based on work completed. Half's fee schedule is included for reference at the end of this sections. Reimbursable costs include printing, deliveries, mileage, and other direct costs associated with the project. The fee summary below itemizes the fees for each task.

**FEE SUMMARY**

		Locust Street		Elm Street		Drainage Study		TOTAL
		Water	Wastewater	Water	Wastewater	Phase I	Phase II	
I	Survey	\$2,750	\$2,750	\$2,750	\$2,750			<b>\$11,000</b>
II	SUE – Level A	\$9,375	\$9,375	\$9,375	\$9,375			<b>\$37,500</b>
	SUE – Level B-D	\$36,550	\$36,550	\$37,550	\$37,550			<b>\$148,200</b>
III	Construction Documents 30%	\$0	\$0	\$17,550	\$17,550	\$13,500		<b>\$48,600</b>
	Construction Documents 90%	\$30,900	\$38,100	\$27,600	\$34,700	\$32,100		<b>\$163,400</b>
	Construction Documents 100% and Construction	\$14,300	\$14,300	\$14,300	\$14,300	\$9,400		<b>\$66,600</b>
IV	Bidding, Construction, Closure	\$12,700	\$12,700	\$12,700	\$12,700	\$12,700		<b>\$63,500</b>
V & X	Study Management and Coordination					\$3,500	\$12,600	<b>\$16,100</b>
VI & XI	Data Collection					\$4,800	\$28,100	<b>\$32,900</b>
VII & XII	Evaluation of Existing Conditions					\$17,200	\$110,000	<b>\$127,200</b>
VIII & XIII	Alternatives Analysis					\$12,900	\$65,200	<b>\$78,100</b>
IX & XIV	Report Preparation					\$8,600	\$36,200	<b>\$44,800</b>
	<b>TOTAL</b>	<b>\$106,575</b>	<b>\$113,775</b>	<b>\$121,825</b>	<b>\$128,925</b>	<b>\$114,700</b>	<b>\$252,100</b>	<b>\$837,900</b>

The fees and budgets established above do not include City and State Permit fees.

The fees and budgets established above do not include revisions once the design is underway. If revisions are requested by the owner, a revision to the scope and budget will be required.

Miscellaneous Services – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

### **RATE SCHEDULE**

Labor Category (Specialty):

Architect

Engineer (Civil, Structural, Mechanical, Electrical, Oil & Gas)

Scientist (Environmental and Geological)

Landscape/Planner

Surveyor

Field Tech (Survey, SUE, Environmental & Construction)

Office Tech (CADD, Designer & Surveyor)

Administrative (Accounting, Assistant, Marketing & Human Resources)

Specialist (GIS, ROW, Visualization & IT)

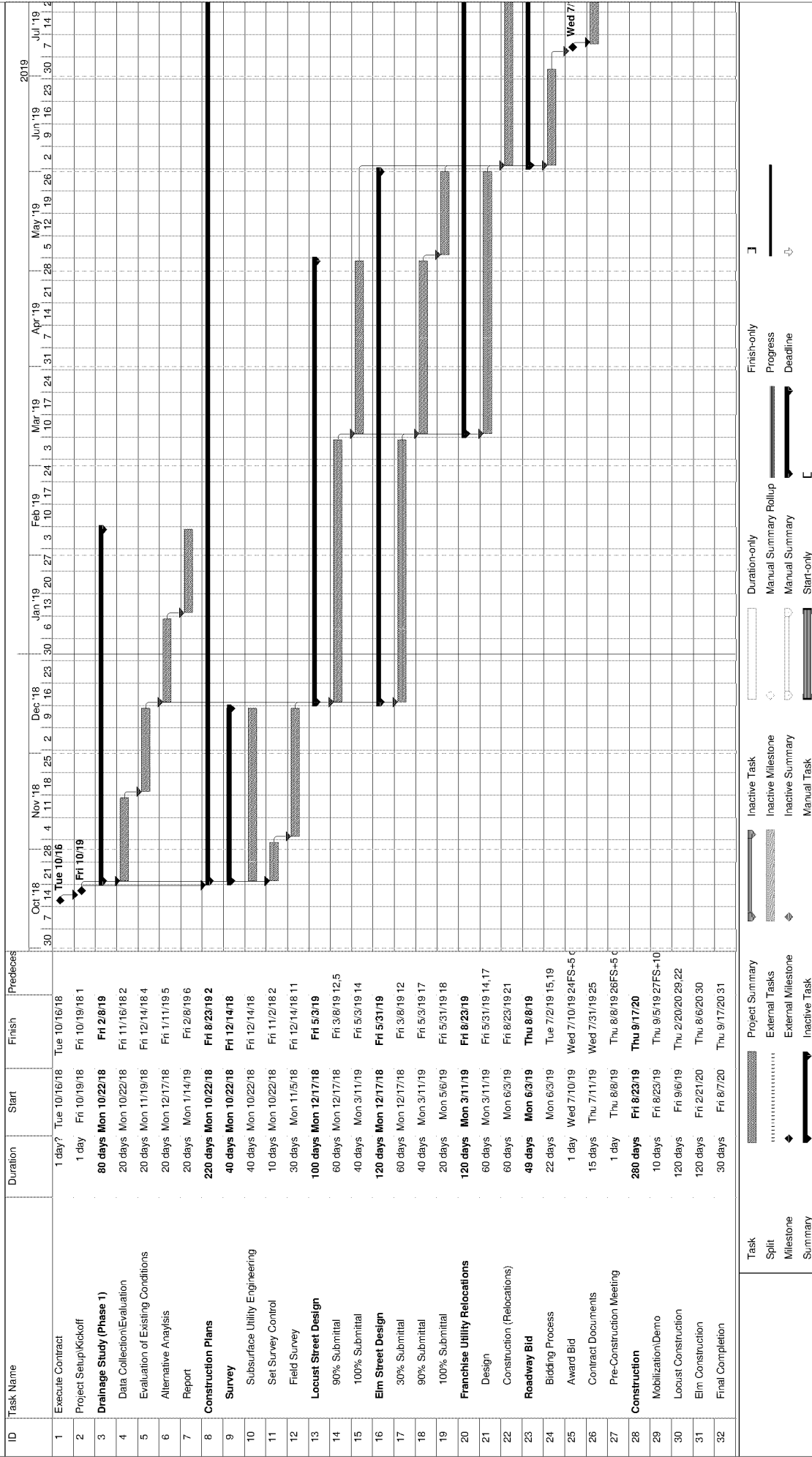
Intern

Labor Category	Level	Billing Rate Range	
		Low	High
<b>Architect</b>	I	75.00	88.00
	II	92.00	126.00
	III	149.00	161.00
	IV	199.00	213.00
	V	226.00	316.00
<b>Engineer</b>	I	85.00	110.00
	II	107.00	145.00
	III	142.00	211.00
	IV	188.00	239.00
	V	232.00	350.00
<b>Scientist</b>	I	72.00	97.00
	II	111.00	128.00
	III	138.00	168.00
	IV	170.00	215.00
	V	213.00	350.00
<b>Landscape/ Planner</b>	I	72.00	88.00
	II	88.00	121.00
	III	112.00	152.00
	IV	155.00	200.00
	V	215.00	316.00

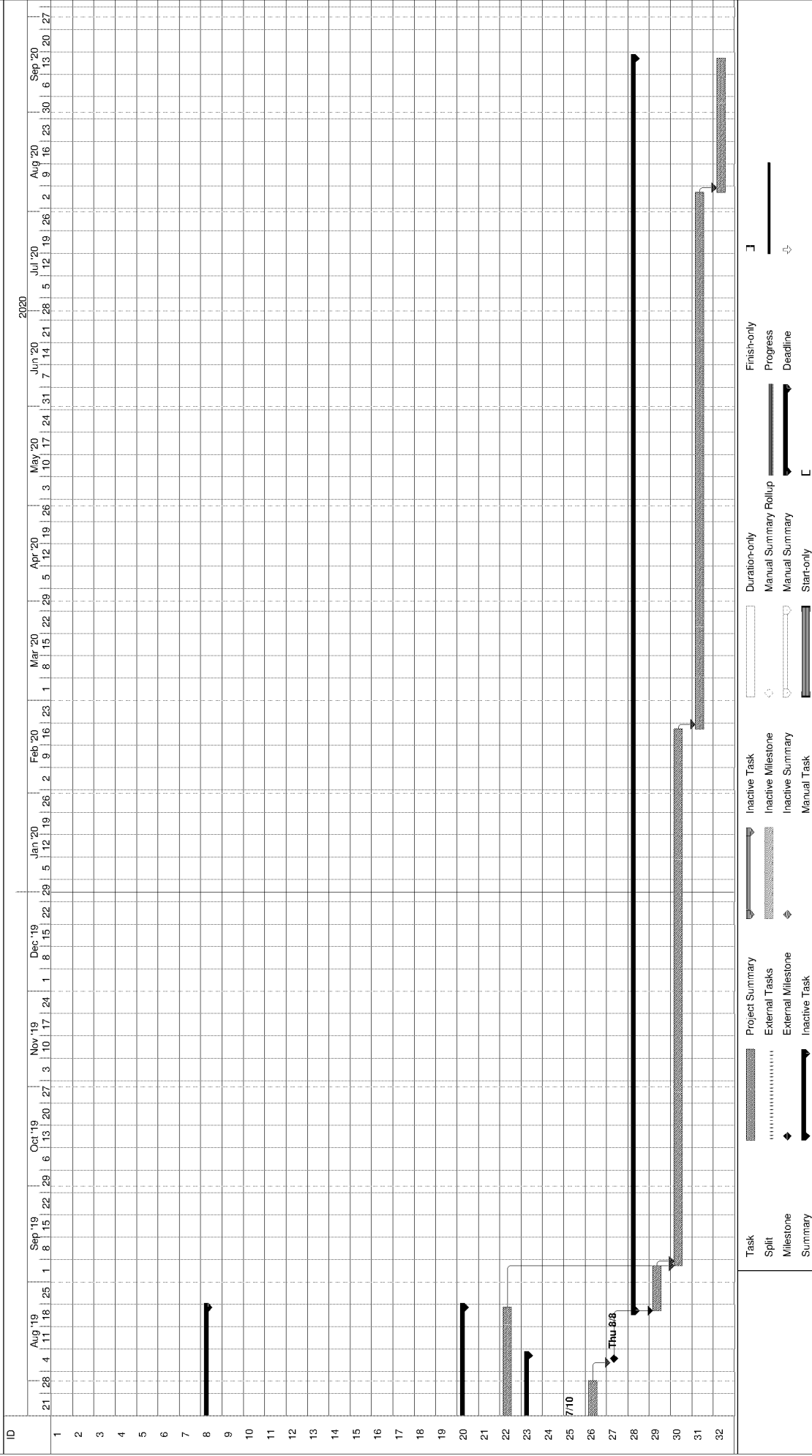
<b>Surveyor</b>	I	92.00	94.00
	II	106.00	112.00
	III	133.00	142.00
	IV	140.00	180.00
<b>Field Tech</b>	I	51.00	69.00
	II	65.00	85.00
	III	86.00	102.00
	IV	116.00	133.00
	V	153.00	210.00
<b>Office Tech</b>	I	43.00	69.00
	II	69.00	89.00
	III	86.00	120.00
	IV	112.00	135.00
	V	140.00	176.00
<b>Administrative</b>	I	29.00	69.00
	II	67.00	84.00
	III	82.00	112.00
	IV	111.00	137.00
	V	148.00	350.00
<b>Specialist</b>	I	66.00	97.00
	II	97.00	133.00
	III	124.00	171.00
	IV	174.00	208.00
	V	223.00	324.00
<b>Intern</b>		44.00	59.00

\*The above rates are valid for a twelve-month period commencing on execution of the contract. All rates are subject to annual adjustment which will be submitted to Owner for review no later than thirty (30) days prior to such escalation becomes effective.

**Locust and Elm Street  
Water, Wastewater and Drainage Improvements  
City of Denton, Texas  
Project Schedule**



**Locust and Elm Street  
Water, Wastewater and Drainage Improvements  
City of Denton, Texas  
Project Schedule**



### Legend

Elm-Locust Street Phase II Improvements

City Limits

Railroads

Creeks

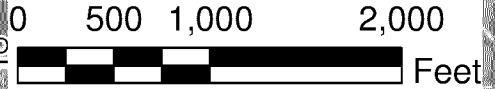
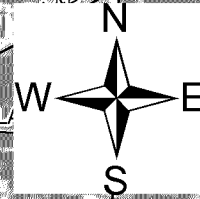
Roadways

Lakes

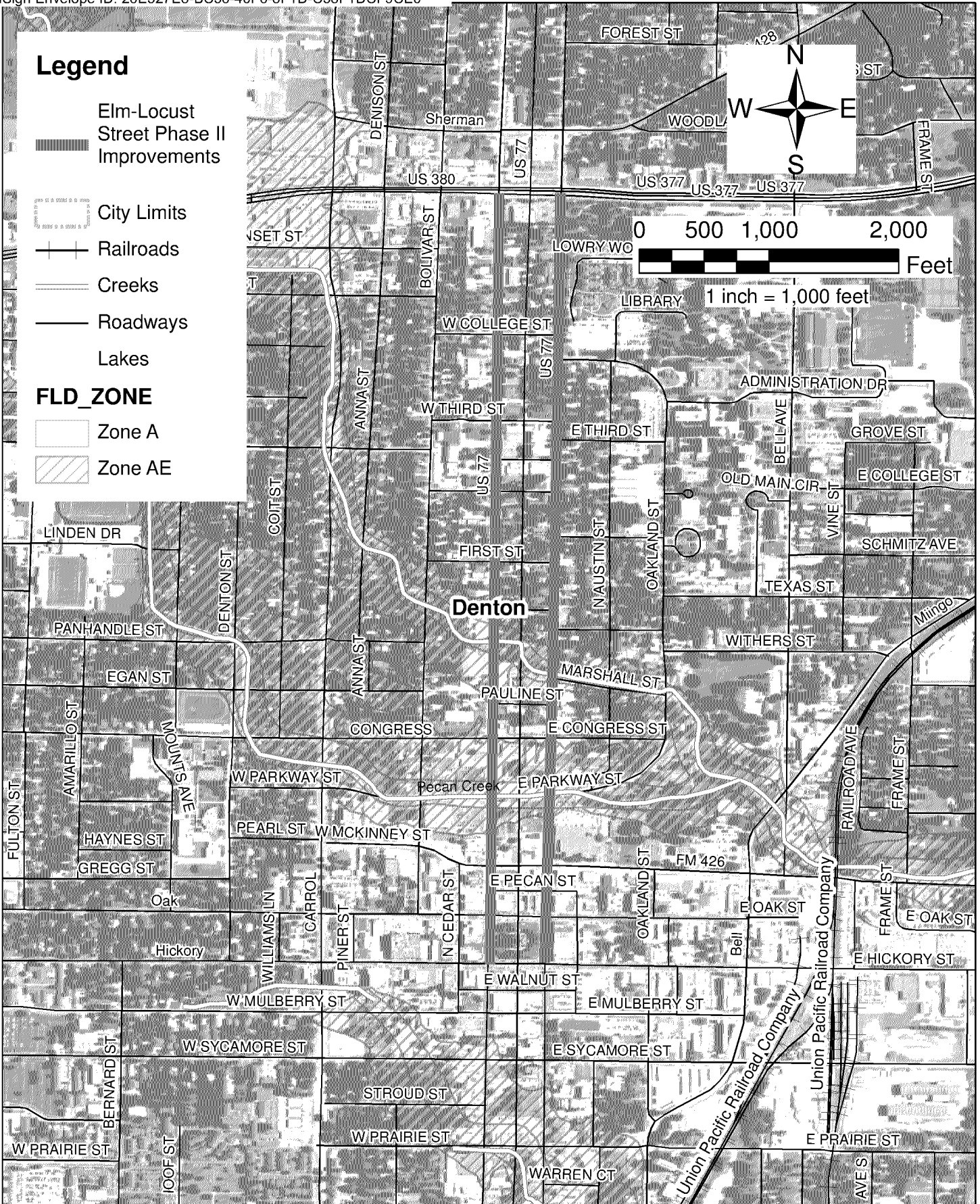
### FLD\_ZONE

Zone A

Zone AE



1 inch = 1,000 feet



## ATTACHMENT E - LOCATION MAP

### ELM AND LOCUST STREET

W. UNIVERSITY DRIVE TO HICKORY STREET  
PHASE II - WATER, WASTEWATER AND DRAINAGE IMPROVEMENTS

SEPTEMBER 2018



**Exhibit** N/A  
**Senate Bill 252 -Government Code 2252**  
**CERTIFICATION**

I, Ben McGahey, the undersigned representative of Halff Associates, Inc. (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.

Ben McGahey  
Name of Company Representative (Print)

DocuSigned by:  
  
Signature of Company Representative

10/12/2018  
Date

**Exhibit** N/A

**House Bill 89 - Government Code 2270**

**VERIFICATION**

I, Ben McGahey, the undersigned representative of Half Associates, Inc. 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.*

Ben McGahey

Name of Company Representative (Print)

DocuSigned by:



Signature of Company Representative

10/12/2018

Date

## Certificate of Completion

Envelope Id: 26E327E8BC3640F68F1DC38F1DCF9CE0

Subject: City Council Docusign Item - 6590-041

Source Envelope:

Document Pages: 39

Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Adrian Brown

901B Texas Street

Denton, TX 76209

adrian.brown@cityofdenton.com

IP Address: 129.120.6.150

## Record Tracking

Status: Original

10/11/2018 4:25:34 PM

Holder: Adrian Brown

adrian.brown@cityofdenton.com

Location: DocuSign

## Signer Events

Adrian Brown

adrian.brown@cityofdenton.com

Buyer

City of Denton

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Mack Reinwand

mack.reinwand@cityofdenton.com

City of Denton

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Ben McGahey

bmcgahey@halff.com

Director of Public Works

Halff Associates, Inc.

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 10/12/2018 11:03:41 AM

ID: c86335ac-be40-47ad-9fce-7fadff84cbbb

Todd Estes

Todd.Estes@cityofdenton.com

Director/City Engineer

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 10/12/2018 11:23:44 AM

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## Signature

### Completed

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**Signer Events**

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

**Electronic Record and Signature Disclosure:**  
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ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21

Jennifer Walters  
jennifer.walters@cityofdenton.com  
City Secretary  
City of Denton  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Editor Delivery Events**

**Agent Delivery Events**

**Intermediary Delivery Events**

**Certified Delivery Events**

**Carbon Copy Events**

Sherri Thurman  
sherri.thurman@cityofdenton.com  
City of Denton  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jane Richardson  
jane.richardson@cityofdenton.com  
Assistant City Secretary  
City of Denton  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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**Signature**

**Completed**

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**Carbon Copy Events**

Jennifer Bridges  
jennifer.bridges@cityofdenton.com  
Procurement Assistant  
City of Denton  
Security Level: Email, Account Authentication  
(None)

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Jane Richardson  
jane.richardson@cityofdenton.com  
Assistant City Secretary  
City of Denton  
Security Level: Email, Account Authentication  
(None)

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Michael Smith  
Michael.Smith@cityofdenton.com  
Security Level: Email, Account Authentication  
(None)

**COPIED**

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**Notary Events**

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**Timestamp**

**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.

### **Getting paper copies**

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](mailto: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](mailto: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](mailto: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](mailto: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"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

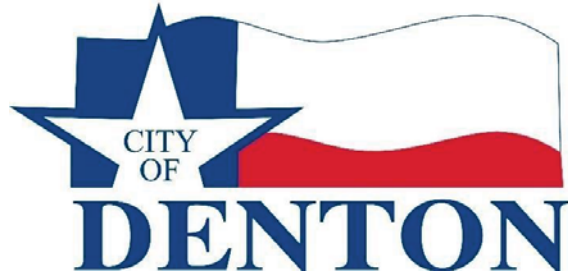
\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw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

**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.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.



## DocuSign City Council Transmittal Coversheet

PSA	6590-041
File Name	Locust Street & Elm Street Water ,wastewater and Drainage
Purchasing Contact	Adrian Brown
City Council Target Date	November 6, 2018
Piggy Back Option	N/A
Contract Expiration	N/A
Ordinance	18-1662

## **CITY OF DENTON, TEXAS**

### **STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES FILE 6590-041**

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Halff Associates, Inc. with its corporate office at: 1201 North Bowser Road, Richardson, TX 75081 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Locust Street and Elm Street Water, Wastewater and Drainage Improvement Project (the "PROJECT").

#### **SECTION 1 Scope of Services**

- A.** The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.
- B.** Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

#### **SECTION 2 Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$837,900.00 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment D.

### **SECTION 3** **Terms of Payment**

Payments to the ENGINEER will be made as follows:

#### **A. Invoice and Payment**

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

### **SECTION 4** **Obligations of the Engineer**

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

#### **A. General**

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

## **B. Standard of Care**

The ENGINEER shall perform its services:

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

## **C. Subsurface Investigations**

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

## **D. Preparation of Engineering Drawings**

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

## **E. Engineer's Personnel at Construction Site**

- (1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means,

techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.
- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

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

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

## **G. Construction Progress Payments**

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

## **H. Record Drawings**

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

## **I. Right to Audit**

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

audits.

- (3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

## J. INSURANCE

### (1) ENGINEER'S INSURANCE

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

officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.

- c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.
  - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.
- d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

## (2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.
- b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.
- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance

requirements.

- e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.
- f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.
- g. Any deductible or self insured retention in excess of \$25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.
- j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.
- k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.
- l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.
- m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably

equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

### **K. Independent Consultant**

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

### **L. Disclosure**

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

### **M. Asbestos or Hazardous Substances**

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

### **N. Permitting Authorities - Design Changes**

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

## **O. Schedule**

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

## **P. Equal Opportunity**

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

(2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

## **SECTION 5** **Obligations of the City**

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

### **A. City-Furnished Data**

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

### **B. Access to Facilities and Property**

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

### **C. Advertisements, Permits, and Access**

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

#### **D. Timely Review**

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

#### **E. Prompt Notice**

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

#### **F. Asbestos or Hazardous Substances Release.**

- (1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.
- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

#### **G. Contractor Indemnification and Claims**

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

#### **H. Contractor Claims and Third-Party Beneficiaries**

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

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

will be the beneficiary of any undertaking by the ENGINEER."

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

#### **I. CITY's Insurance**

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

#### **J. Litigation Assistance**

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

#### **K. Changes**

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

### **SECTION 6** **General Legal Provisions**

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

#### **A. Authorization to Proceed**

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

## **B. Reuse of Project Documents**

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

## **C. Force Majeure**

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

## **D. Termination**

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.
- b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
- b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
- c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(2) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

## **E. Suspension, Delay, or Interruption to Work**

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

## **F. Indemnification**

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

## **G. Assignment**

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

## **H. Jurisdiction**

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

## **I. Severability and Survival**

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

## **J. Observe and Comply**

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws

ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES.**

#### **K. Immigration Nationality Act**

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

#### **L. Prohibition On Contracts With Companies Boycotting Israel**

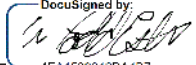
ENGINEER acknowledges that in accordance with Chapter 2270 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the AGREEMENT.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **M. Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER, pursuant to Chapter 2252, is not ineligible to enter into this AGREEMENT and will not become***



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

DocuSigned by:  
  
4EA1529342DA4B7...  
Signature \_\_\_\_\_

Director/City Engineer

Title

Capital Projects

Department

Date Signed: 10/12/2018 \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
AARON LEAL, CITY ATTORNEY

By:   
7180326910204L5... \_\_\_\_\_

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

By:   
C5BFAFC1821946D... \_\_\_\_\_

## **ATTACHMENT “A” SERVICES**

### **Locust Street and Elm Street Water, Wastewater and Drainage Improvements from W. University Drive (US 380) to Hickory Street North Pecan Creek and Pecan Creek Drainage Study Phase I and II**

This Attachment “A” defines the services Halff Associates, Inc. will perform as part of the Locust Street and Elm Street Water, Wastewater and Drainage Improvements, North Pecan Creek and Pecan Creek Drainage Study Phase I Projects. The utility relocation project is to precede the TxDOT street resurfacing projects for these streets. The project limits for each project are between West University Drive (US 380) and Hickory Street in downtown Denton. Halff will provide water and sanitary sewer design in accordance with the City of Denton Water and Wastewater Criteria Manual October 24, 2017.

The North Pecan Creek and Pecan Creek drainage study phase I is also to precede the TxDOT street resurfacing projects. The study is to assess the current level of services for the existing drainage structures and evaluate potential improvements to the level of service that could be constructed in conjunction with the utility improvements and roadway overlays. Phase one of this study will focus on the drainage evaluation and alternative sizing of two (2) cross structures at Elm Street and Locust Street along North Pecan Creek and one culvert at Elm Street and Locust Street along Pecan Creek. The hydrologic study and limited detail routing model will include the drainage area contributing to these crossing locations, including two detention structures in the upper headwaters. The hydraulic study will consider the area immediately upstream and downstream of the structure locations necessary to evaluate downstream backwater effects and evaluate the hydraulic capacity of the structures.

The second phase of the drainage study will focus on the detailed watershed study for master planning along North Pecan Creek and Pecan Creek. The hydrologic study and detailed routing model will include the drainage area contributing to Woodrow Lane, including two detention structures in the upper headwaters. The hydraulic study includes approximately 6.2 stream miles of detailed study extending from the downstream limits at Woodrow Lane upstream to the North Lakes ponds near Bonnie Brae Street and Windsor Drive.

The detailed scope of the project follows.

#### **Locust Street and Elm Street Water and Wastewater Relocations**

The City of Denton provided the following information:

1. Phase 2&3 Locust Utility Relocations Water and Sanitary Sewer Improvements January 2015 90% plans in PDF and Autocad formats.
2. Locust Street and Elm Street survey files in Autocad format dated 2013.
3. Survey points and control files dated 2013.

Halff will provide the following services:

**I. Surveying.** The Consultant shall provide surveying services, which, in general, may be defined as normal services applicable to a project of this type. Halff will use the 2013 surveys provided and supplement the information as necessary. The following will also apply.

1. Horizontal Control and Vertical benchmarks shown in the 2015 plans shall be verified. Halff will reestablished any missing or damaged points such that all points of construction shall be within 500 feet of a benchmark. Benchmarks should not be subject to loss during construction. Fire hydrants and similar appurtenances are not to be used for benchmarks.
2. Halff will review the surveyed area. Topographic features not included in the 2013 survey will be surveyed along with any other features needed for design, review, permitting, construction and inspection of the project. Coverage will extend beyond the proposed rights-of-way far enough to integrate the design with the adjacent property features, including driveways and walkways.
3. Existing property corners, iron pins, etc. will be tied only if visible in the field during the survey. All utility work will be conducted within the street right of way. No right of way acquisition is anticipated so Halff will use Denton County Appraisal Data and property lines provided by the City to illustrate individual properties on the plans.

**II. Subsurface Utility Engineering.**

Halff will perform SUE in accordance with ASCE CI/ASCE 38-02 “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.” This standard defines the following Quality Levels:

- Quality Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.
- Quality Level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

- Quality Level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.
- Quality Level D: Information derived from existing records or oral recollections.

Halff will perform the following SUE services:

1. Locating (Vacuum Excavation) – Level A. Up to twenty five (25) test holes will be performed on various subsurface utilities at locations agreed to by the City and Halff’s Design Engineer. Halff will dig an 8” x 8” test hole, record the depth, backfill and compact the hole, and restore the surface to its original condition. An iron rod with cap or “x-cut” will be set to mark the location of the test hole.

Halff’s services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. Halff will make a good faith effort to locate all utilities but shall be compensated for work performed even if the utility is not located.

2. Designating – Level B. Halff will designate toneable subsurface utilities using geophysical prospecting equipment and mark with paint and/or pin flags within the Locust Street and Elm Streets rights of way between West University Drive and Hickory. We anticipate designating telephone, cable TV, electric, gas, water, wastewater and storm sewer.

Designating irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access is not included in this Work Authorization. Because of limited record information, Halff cannot guarantee that all utilities will be found and marked on the project.

3. Surveying – Level C. The designating work (paint marks, pin flags, and all above ground utility appurtenances) and locating work (iron rod with cap or “x-cut”) will be surveyed and tied to the project survey control. The survey control and base / seed file will be provided to Halff by the City.
4. Records Research – Level D. Available Records will be provided to Halff by the City. Halff will perform additional record research as needed to successfully complete the project.

5. SUE Field Manager / Professional Engineer. A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer

will be responsible for QA/QC, management of the contract, and coordination with the project team.

6. SUE Deliverables / CADD. Deliverables for the designating work will include an electronic file (Microstation and/or AutoCAD format) containing the horizontal locations of the utilities. The utilities will be overlaid onto the base / seed file provided by the City and/or Halff's Design Engineer.

A Test Hole Data Form will be completed and submitted to the City for each hole performed indicating depth, size, and material of utility. Electronic files will also be provided in Microstation and/or AutoCAD format along with PDFs.

7. Traffic Control. Halff will provide routine/ordinary temporary work zone traffic control consisting of cones and free-standing signage for this project. It does not include lane closure(s), flag person(s), arrow board(s), changeable message board(s), or the preparation of engineered traffic control plans. If unique or additional traffic control situations are required, Halff will prepare a Supplemental Agreement and submit for approval to the City.

**III. Construction Documents.** The Consultant shall develop construction plans, specifications, and estimates of probable construction cost for review, permitting, bidding, construction, inspection and record keeping. In general, construction plans shall be consistent with normal practice for projects of this nature. The design of the project shall be in general accordance with the City of Denton Water and Wastewater Criteria Manual, Denton ordinances, Denton standard details, and good engineering practices.

Locust Street Construction Documents shall be prepared and submitted at the 90% milestone. Halff will use the 2015 plans set as a guide to prepare the construction plans. After City review, Halff will prepare the 100% plans for final review followed by the signed and sealed construction plans.

Elm Street preliminary water and wastewater plans shall be prepared and submitted at the 30% milestone. Final water and wastewater documents shall be prepared and submitted at the 90%, 100%, and construction milestones. Also, the Consultant may submit plan sheets or working drawings to the City for review and comment to reduce the number of revisions that otherwise would be required. During development of the plans, the Consultant shall attend meetings as needed. These meetings will include a project Kick Off Meeting at the beginning of the project and review meetings following each submittal. The Consultant shall, in company with the City, perform at plans-in-hand reviews at the 30%, 90%, and 100% submittals.

The construction documents will consist of numerous sheets ordered as follows:

1. Title Sheet . The title sheet shall include a location map drawn to a scale of 1" = 1000', approximately ten inches square. It shall also include a sheet index with drawings numbered consecutively and without subscripts. Additionally, the title sheet shall show the project name, project number, date, City logo, Consultant's name, address, and telephone number and other items as may be specified.
2. Project Layout Sheet(s). The project layout sheet(s) shall be drawn to a scale of 1" = 200' and laid out with the north arrow up on the sheet. The purpose of the project layout is to depict the project in a simplified view. Major items of work should be shown without excessive detail. This sheet(s) may include a listing of abbreviations, legend, general notes, and key map.
3. Typical Sections. Typical sections shall be drawn to scales of 1" = 5' h and 1" = 2' v and shall depict a view looking north or east. As a minimum, typical sections are to be drawn showing the relationship of the existing and proposed storm drain, sanitary sewer and water lines to existing street and right of way features. Typical sections should include existing roadways, utilities, right-of-way lines, etc., along with all proposed improvements and should depict all significant items of work. Each section should extend beyond the easement and rights-of-way a sufficient distance to clearly show the relationship between the proposed improvements and the existing properties.
4. Storm Drain Construction Plan Preparation. Halff will prepare the construction plans necessary to replace the existing culverts and storm drain laterals in Locust Street and Elm Street in accordance with the Phase I report recommendations. Halff will prepare drainage area maps, culvert and lateral plan and profile sheets, and associated calculations. The storm drain improvements will be included in the water and wastewater relocation plans. Halff will review City of Denton Stormwater Design Criteria Manual, March 20, 2018 and the TxDOT Hydraulic Design Manual. The storm drain design will be based on the more stringent of the two.
  - a. Drainage Area Maps – Halff will prepare the drainage area maps using an appropriate engineering scale. The maps will be based on available existing aerial topography and images.
  - b. Drainage Plan and Profile sheets – Halff will prepare the plan and profile sheets consistently with the water and sanitary sewer sheets described above.
  - c. Since the street section and grades are not changing, some of the recommended criteria in the drainage criteria manuals may not be achievable. If this is the case, Halff will provide recommendations on improvements that meet the criteria and project budget to the greatest extent possible.

5. Stormwater Management Site Plan and Stormwater Pollution Prevention Plan (SWMSP) – Permanent and Temporary Controls. Halff will prepare the stormwater management site plan identifying the permanent erosion and sediment control best management practices (BMP) in accordance with city ordinance, state regulations, and federal standards. The SWMSP will be coordinated with the drainage plans and included on the drainage construction plans and details. Halff will also prepare the temporary construction erosion and sediment control sheet to identify the temporary BMPs and locations for erosion and sediment control during construction. This plan will be suitable for the construction Contractor to insert in his Stormwater Pollution Prevention Plan (SW3P). This proposal does not include complete SW3P preparation for construction.
6. Traffic Control Sheets. Halff will prepare traffic control sheets in accordance with the Texas Manual on Uniform Traffic Control Devices (MUTCD) and TxDOT standards. The sheets will indicate advanced signage and detailed detours, lane closings, and other traffic modifications necessary for the construction and TxDOT review of the project.
7. Bypass Pumping Plans. Halff will prepare the necessary bypass pumping plans to provide direction of handling wastewater during construction of lines conflicting with existing wastewater lines. The city shall provide the necessary flow data or estimates of flow for the construction documents.
8. Plan and Profile Sheets. Plan-profile sheets shall be arranged from south to north and from west to east, with the north arrow up or to the right on the sheet. Plan-profile sheets shall be drawn to scales of 1" = 20' h or 1" = 40' h and 1" = 4' v. Stationing shall be from south to north or west to east with the beginning station being set at approximately 1+00 or coordinated with the existing water and wastewater plans. The plan and profile station should align vertically on the sheet with the proposed centerline drawn parallel to the profile grid. When there is a centerline curvature, the plan-profile should be drawn so that as much of the plan view is in alignment as possible. Plan-profile sheets shall depict all existing and proposed items pertinent to the project.
9. Detail Sheets. The City's standard drawings may be used as a beginning point in developing standard details for this project. They shall be reviewed and modified for this project as necessary. Where other agency standards are used, they shall be reduced as necessary to fit on the City's standard sheet format with complete title block.
10. Prints. The Consultant shall provide prints and electronic .pdf files of construction plans for review and permitting. Three sets of plans will be submitted to the City for each review stage. The Consultant will provide

utility companies with copies of 90% and 100% plans for review. The City will run prints or provide electronic copies for bidding and construction.

11. General. Construction plans shall be developed on electronic files compatible with the City's CADD system, AutoCAD R14 or higher. The City's standard format shall be used. All review prints shall be furnished on 22" x 34" sheets. Construction plans shall be suitable for half-scale reduction and shall be provided as follows: two full size sets (22"x34") and four half sized (11"x17") sets of paper originals.
12. Specifications and Estimates. The Consultant shall prepare technical specifications required for bidding and constructing the project. Only specifications amending, or supplementing COG specifications need be furnished. Under this section, the Consultant shall also provide a listing of bid items with quantities and construction cost estimates. Specifications, bid items and quantities shall be furnished on hard copy and by electronic file. Half will also prepare estimates of probable construction cost at each milestone submittal. The estimates will be based on the latest TxDOT unit prices and unit prices obtained from similar municipal projects.

#### **IV. Bidding, Construction, Closure.**

1. Bidding. During the bidding phase, the Consultant will assist the City by addressing technical questions and preparing draft addenda for issuance by the City. The Consultant will attend one pre-bid meeting. The Consultant will assist the City in evaluating bids, attend the bid opening, and prepare the bid tabulation.
2. Construction. The Consultant will attend the pre-construction meeting. Half will also address contractor requests for information, review submittals, and answer questions during construction. The Consultant's design engineer and/or project manager shall visit the site at least once per calendar month to evaluate the general progress of the construction. This proposal assumes 6 site visits will be conducted. Monthly reports shall be prepared and forwarded to the City outlining any deviations noted from the requirements of the contract documents. The Consultant will not be responsible for the contractor's work, nor shall the Consultant be required to perform inspection services. The Consultant shall assist the City in the preparation of field changes and/or change orders which may become necessary for the orderly completion of the project. The Consultant shall assist the City in performing a final walk-through inspection and prepare a written "final punch list".
3. Closure. The Consultant shall prepare "as built" plans, incorporating all changes provided by the Contractor and known variations to provide the City the best possible set of record drawings. The final record drawings shall be

furnished on mylar, of the same specification as provided for in the Agreement and on CD.

**Locust Street and Elm Street North Pecan Creek and Pecan Creek Drainage Study  
– Phase I**

**V. Study Management and Coordination**

- a. Halff will attend an initial kickoff meeting to discuss the project.
- b. Halff will provide a proposed schedule at the beginning of the study and keep the City informed on any necessary updates to the schedule throughout the project.
- c. Halff will be available to attend a meeting with the City to discuss the existing conditions modeling and alternative evaluation options.
- d. Halff will be available to attend a meeting with the City to discuss the results of the alternative evaluations and assist in the selection of the preferred drainage option.
- e. Deliverables
  - i. Documentation
  - ii. Project Schedule
  - iii. Support Data – Relevant meeting notes and email correspondence, project status updates, and action items/follow-up for Halff.
  - iv. Monthly Progress Reports

**VI. Data Collection and Evaluation**

- a. Halff will be allowed to utilize existing City models, topography/terrain data, reports, applicable memorandums, shapefiles, and survey data related to the project.
- b. Denton will provide available record drawings of storm drain infrastructure and drainage structures for the watershed area.
- c. Denton will provide historical flooding information and available drainage complaints for affected properties in the study area.
- d. Denton will be asked to request flood claims data from the TWDB to assist in the assessment of existing flood risk and confirmation of model results. Halff will prepare a draft request for the City's consideration, if needed.
- e. Halff will use the provided information and terrain data as part of the base model data.
- f. Halff will identify and collect some supplemental field measurements for conceptual analysis, if needed. Survey will not be included in this scope of work.
- g. Halff will visit the site and watershed area to make general observations and to take photos for reference.
- h. Halff will develop a base map of existing conditions from the data collected in the phase, to utilize for the evaluation of existing level of service and for the alternatives analysis.

## **VII. Evaluation of Existing Conditions**

- a. Upon completion of the field surveys and site observations, Halff will evaluate and verify existing data provided versus actual conditions in the field.
- b. Hydrology - Halff will evaluate existing conditions hydrology utilizing SCS Curve Number. Hydrology parameters will be prepared for curve number, impervious percentage, and time of concentration.
- c. Detention ponds – Two primary detention ponds will be evaluated in the upper watershed extents as part of the hydrologic evaluation.
- d. Hydraulics – Halff will evaluate existing conditions hydraulics utilizing the most current version of USACE HEC-RAS at time of contract. Hydraulic extents will be limited the areas immediately upstream and downstream of the existing structures and will only extend far enough to complete a level of service analysis of the structures, as determined by the engineer.
- e. Halff will simulate the 10-, 50-, 100, and 500-year storm flows.
- f. Halff will identify homes or properties that may be subject to flooding up to the 100-year event.
- g. Floodplain mapping will be provided for the 100-year and 500-year modeled events for the limits of detailed hydraulic analysis.
- h. Deliverables
  - i. Documentation
  - ii. Any relevant correspondences, discussions, and technical decisions regarding the analysis of the current drainage system
  - iii. Internal quality assurance/quality control documentation
  - iv. Hydrologic Model results
  - v. Hydraulic Model results
  - vi. Floodplain mapping and identification of impacted structures
  - vii. Digital Data
  - viii. Hydrologic and Hydraulics Models: HEC-HMS and HEC-RAS

## **VIII. Alternatives Analysis**

- a. Halff will prepare up to two (2) alternatives that focus on reduction of flooding impacts and that do not increase flooding downstream or on adjacent property owners. Generally, these alternatives may include a combination of increased cross drainage structures, channel resizing, and parallel drainage systems. Property acquisition may need to be considered for some of the alternatives.
- b. The routing model will be based on approximate structure sizes based on record drawings, field measurements, and/or effective models.
- c. The initial alternatives will be conceptual in nature for consideration by the City.
- d. Alternatives will consider constraints of residential properties located close to existing channel.
- e. Halff will identify potential utility conflicts or site conditions that may have an impact on design and construction.

- f. The alternative selected in coordination with the City will be finalized and prepared for design
- g. Deliverables
  - i. Documentation
  - ii. Any relevant correspondences, discussions, and technical decisions regarding the alternatives analysis
  - iii. Internal quality assurance/quality control documentation
  - iv. Model results comparisons
  - v. Floodplain mapping for alternatives
  - vi. Digital Data
  - vii. Hydrology and Hydraulics Model: HEC-HMS and HEC-RAS

**IX. Report Preparation**

- a. Halff will include information gathered in previous tasks and prepare a drainage report.
- b. The report will include information on the technical data used for the study, the evaluation of existing conditions, and the alternatives analysis. Associated figures, tables, and models will be included with the report.
- c. Halff will include estimates of probable construction costs for alternatives. Only the final selected alternative will include a full detailed cost estimate.
- d. Halff will provide recommendations on the proposed project and considerations that need to be made regarding design and construction of the recommended project.
- e. Halff will address comments from the City upon completion of the review of the report.
- f. Deliverables
  - i. Documentation
  - ii. Report documentation, including tables, figures, and digital models.
  - iii. Internal quality assurance/quality control documentation
  - iv. Digital Data
  - v. Digital models, shapefiles, and report in PDF format

**PHASE 2 – NORTH PECAN CREEK AND PECAN CREEK WATERSHED STUDY**

The purpose and goal of the study is to update the existing conditions detailed hydrologic and hydraulic information and evaluate potential flood mitigation improvements in the watershed for master planning. The Elm/Locust Drainage Study Phase 1 improvements will be evaluated in conjunction with other watershed improvements.

A detailed scope for the drainage study with specific tasks and associated deliverables are discussed in the following scope of services.

**X. Project Management**

- a. Halff will attend an initial kickoff meeting to discuss the project.

- b. Halff will provide a proposed schedule at the beginning of the study and keep the City informed on any necessary updates to the schedule throughout the project.
- c. Halff will be available to attend a meeting with the City to discuss the existing conditions modeling and alternative evaluation options.
- d. Halff will be available to attend a meeting with the City to discuss the results of the alternative evaluations and assist in the selection of the preferred drainage option.

**XI. Data Collection and Evaluation**

- a. Halff will utilize the data collection and evaluation from the Elm/Locust Drainage Study.
- b. Field surveys of the 35 identified structures within the detailed study limits.
- c. Deliverables:
  - i. Documentation
  - ii. Project Schedule
  - iii. Support Data – Relevant meeting notes and email correspondence, project status updates, and action items/follow-up for Halff.
  - iv. Monthly Progress Reports

**XII. Evaluation of Existing Conditions**

- a. Upon completion of the field surveys and site observations, Halff will evaluate and verify existing data provided versus actual conditions in the field.
- b. Hydrology - Halff will utilize existing hydrology models prepared as part of the Elm/Locust Drainage Study and supplement with more detailed routing model information.
- c. Detention ponds – Incorporate detailed surveys for a storage evaluation of the existing ponds.
- d. Hydraulics – Halff will evaluate existing conditions hydraulics utilizing the most current version of USACE HEC-RAS at time of contract. Hydraulic study extents include approximately 6.2 stream miles of detailed study extending from the downstream limits at Woodrow Lane upstream to the North Lakes ponds near Bonnie Brae Street and Windsor Drive.
- e. Halff will simulate the 10-, 50-, 100, and 500-year storm flows.
- f. Halff will identify homes or properties that may be subject to flooding up to the 100-year event.
- g. Floodplain mapping will be provided for the 100-year and 500-year modeled events for the limits of detailed hydraulic analysis. Preliminary mapping of the 10-year and 50-year events can be provided for evaluation of alternatives but will not be cleaned to the typical FEMA standards.
- h. Deliverables:
  - i. Detailed surveys of cross-drainage structures in the watershed.

**XIII. Alternatives Analysis**

- a. Halff will prepare up to five (5) alternatives that focus on reduction of flooding impacts and that do not increase flooding downstream or on adjacent property owners. Generally, these alternatives may include a combination of increased cross drainage structures, channel resizing, detention, and parallel drainage systems. Property acquisition may need to be considered for some of the alternatives.
- a. Floodplain mapping of alternatives will be provided in a coarse format that is typical for alternative comparison. The floodplain mapping will not be appropriate for FEMA submittal without further refinements.
- b. The initial alternatives will be conceptual in nature for consideration by the City.
- c. Alternatives will consider constraints of residential properties located close to existing channel.
- d. Halff will identify potential utility conflicts or site conditions that may have an impact on design and construction.
- e. Deliverables:
  - i. Documentation
    - 1. Any relevant correspondences, discussions, and technical decisions regarding the analysis of the current drainage system
    - 2. Internal quality assurance/quality control documentation
    - 3. Hydrologic Model results
    - 4. Hydraulic Model results
    - 5. Floodplain mapping and identification of impacted structures
  - ii. Digital Data
    - 1. Hydrologic and Hydraulics Models: HEC-HMS and HEC-RAS

**XIV. Report Preparation**

- a. Halff will include information gathered in previous tasks and prepare a drainage report.
- b. The report will include information on the technical data used for the study, the evaluation of existing conditions, and the alternatives analysis. Associated figures, tables, and models will be included with the report.
- c. Halff will include estimates of probable construction costs for alternatives.
- d. Halff will provide recommendations on the proposed projects and considerations that need to be made regarding potential design and construction.
- e. Halff will address comments from the City upon completion of the review of the report.
- f. Documentation
  - i. Report documentation, including tables, figures, and digital models.
  - ii. Internal quality assurance/quality control documentation

g. Digital Data

- i. Digital models, shapefiles, and report in PDF format

**XV. Reimbursable.** Reimbursable costs include printing, deliveries, mileage, and other direct costs associated with the project. Reimbursable costs are included in the items described above.

**XVI. Miscellaneous.** Miscellaneous services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee. These services include but are not limited to:

1. TxDOT utility permit preparation
2. Level A SUE services
3. Geotechnical investigations
4. Water or wastewater flow calculations or estimations.
5. Storm drain and culvert replacement/repair construction documents.
6. Construction plans for roadway
7. Traffic signal design
8. Traffic studies
9. Street lighting design
10. Sidewalk and pedestrian facility design beyond that described above
11. TDLR permitting
12. Public meetings
13. Landscape and irrigation design
14. FEMA coordination with CLOMR, LOMR, etc.
15. Detailed drainage analysis of overflow areas, weirs, or 2-dimensional modeling.
16. Elevation certificates
17. Hydraulic floodway analysis
18. Filing fees and permitting fees
19. Sales tax
20. Quality control and material testing serviced during construction
21. Construction inspection
22. Additional surveying not listed including verification surveys, construction staking, and detailed survey of cross-drainage structures in the watershed.
23. Review of Engineers certificates. The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgement of the Engineer, increase the Engineer's risk of the availability or cost of his or her professional or general liability insurance.

## ATTACHMENT “B” COMPENSATION

### Locust Street and Elm Street Water, Wastewater and Drainage Improvements From W. University Drive (US 380) to Hickory Street North Pecan Creek and Pecan Creek Drainage Study Phase I and II

The estimated fees for the items established above shall be considered cost plus max time and material estimates and will be invoiced monthly based on work completed. Half's fee schedule is included for reference at the end of this sections. Reimbursable costs include printing, deliveries, mileage, and other direct costs associated with the project. The fee summary below itemizes the fees for each task.

#### FEE SUMMARY

		Locust Street		Elm Street		Drainage Study		TOTAL
		Water	Wastewater	Water	Wastewater	Phase I	Phase II	
I	Survey	\$2,750	\$2,750	\$2,750	\$2,750			<b>\$11,000</b>
II	SUE – Level A	\$9,375	\$9,375	\$9,375	\$9,375			<b>\$37,500</b>
	SUE – Level B-D	\$36,550	\$36,550	\$37,550	\$37,550			<b>\$148,200</b>
III	Construction Documents 30%	\$0	\$0	\$17,550	\$17,550	\$13,500		<b>\$48,600</b>
	Construction Documents 90%	\$30,900	\$38,100	\$27,600	\$34,700	\$32,100		<b>\$163,400</b>
	Construction Documents 100% and Construction	\$14,300	\$14,300	\$14,300	\$14,300	\$9,400		<b>\$66,600</b>
IV	Bidding, Construction, Closure	\$12,700	\$12,700	\$12,700	\$12,700	\$12,700		<b>\$63,500</b>
V & X	Study Management and Coordination					\$3,500	\$12,600	<b>\$16,100</b>
VI & XI	Data Collection					\$4,800	\$28,100	<b>\$32,900</b>
VII & XII	Evaluation of Existing Conditions					\$17,200	\$110,000	<b>\$127,200</b>
VIII & XIII	Alternatives Analysis					\$12,900	\$65,200	<b>\$78,100</b>
IX & XIV	Report Preparation					\$8,600	\$36,200	<b>\$44,800</b>
	<b>TOTAL</b>	<b>\$106,575</b>	<b>\$113,775</b>	<b>\$121,825</b>	<b>\$128,925</b>	<b>\$114,700</b>	<b>\$252,100</b>	<b>\$837,900</b>

The fees and budgets established above do not include City and State Permit fees.

The fees and budgets established above do not include revisions once the design is underway. If revisions are requested by the owner, a revision to the scope and budget will be required.

Miscellaneous Services – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

### **RATE SCHEDULE**

Labor Category (Specialty):

Architect

Engineer (Civil, Structural, Mechanical, Electrical, Oil & Gas)

Scientist (Environmental and Geological)

Landscape/Planner

Surveyor

Field Tech (Survey, SUE, Environmental & Construction)

Office Tech (CADD, Designer & Surveyor)

Administrative (Accounting, Assistant, Marketing & Human Resources)

Specialist (GIS, ROW, Visualization & IT)

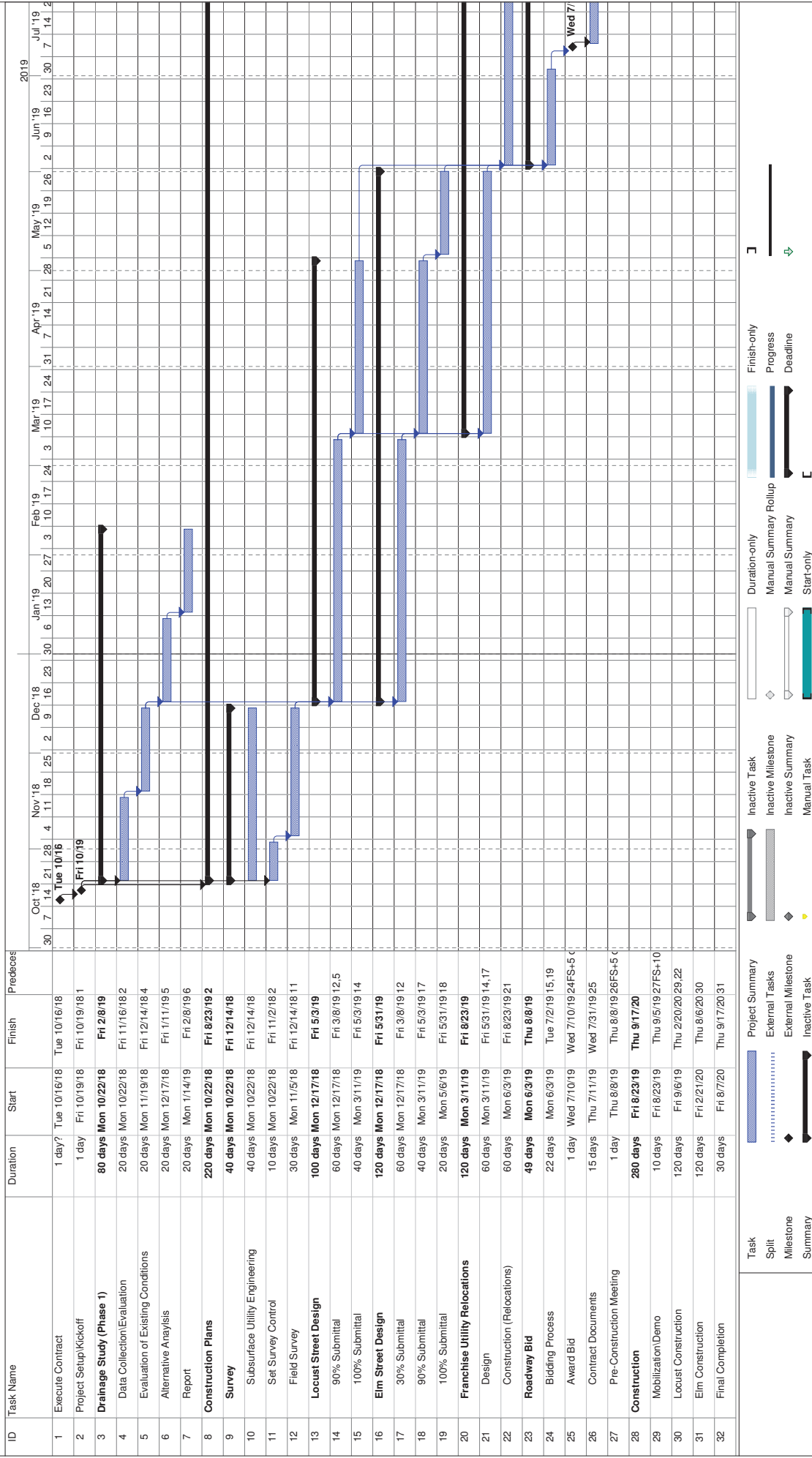
Intern

Labor Category	Level	Billing Rate Range	
		Low	High
<b>Architect</b>	I	75.00	88.00
	II	92.00	126.00
	III	149.00	161.00
	IV	199.00	213.00
	V	226.00	316.00
<b>Engineer</b>	I	85.00	110.00
	II	107.00	145.00
	III	142.00	211.00
	IV	188.00	239.00
	V	232.00	350.00
<b>Scientist</b>	I	72.00	97.00
	II	111.00	128.00
	III	138.00	168.00
	IV	170.00	215.00
	V	213.00	350.00
<b>Landscape/ Planner</b>	I	72.00	88.00
	II	88.00	121.00
	III	112.00	152.00
	IV	155.00	200.00
	V	215.00	316.00

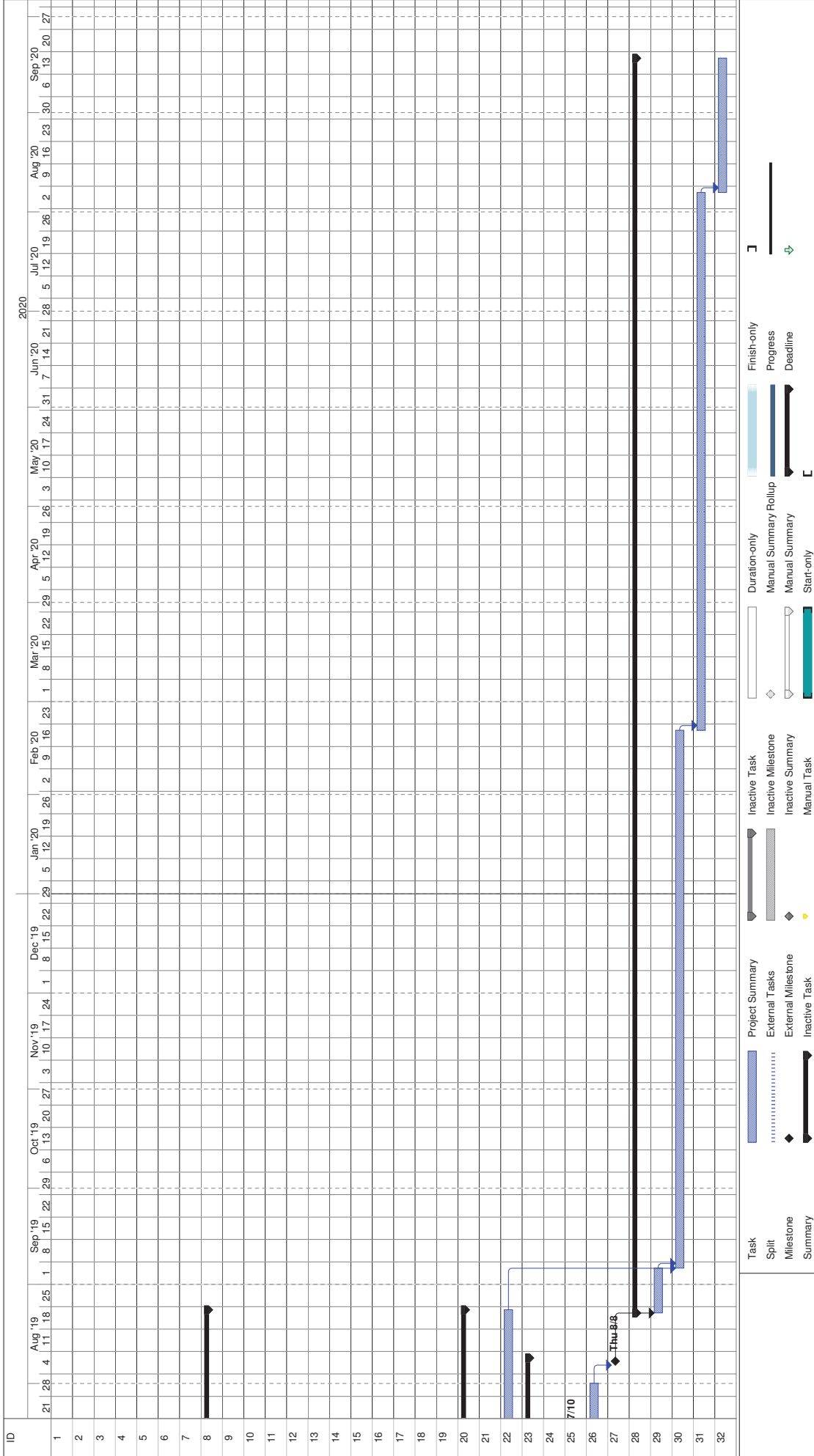
<b>Surveyor</b>	I	92.00	94.00
	II	106.00	112.00
	III	133.00	142.00
	IV	140.00	180.00
<b>Field Tech</b>	I	51.00	69.00
	II	65.00	85.00
	III	86.00	102.00
	IV	116.00	133.00
	V	153.00	210.00
<b>Office Tech</b>	I	43.00	69.00
	II	69.00	89.00
	III	86.00	120.00
	IV	112.00	135.00
	V	140.00	176.00
<b>Administrative</b>	I	29.00	69.00
	II	67.00	84.00
	III	82.00	112.00
	IV	111.00	137.00
	V	148.00	350.00
<b>Specialist</b>	I	66.00	97.00
	II	97.00	133.00
	III	124.00	171.00
	IV	174.00	208.00
	V	223.00	324.00
<b>Intern</b>		44.00	59.00

\*The above rates are valid for a twelve-month period commencing on execution of the contract. All rates are subject to annual adjustment which will be submitted to Owner for review no later than thirty (30) days prior to such escalation becomes effective.

**Locust and Elm Street  
Water, Wastewater and Drainage Improvements  
City of Denton, Texas  
Project Schedule**



**Locust and Elm Street  
Water, Wastewater and Drainage Improvements  
City of Denton, Texas  
Project Schedule**



### Legend

Elm-Locust Street Phase II Improvements

City Limits

Railroads

Creeks

Roadways

Lakes

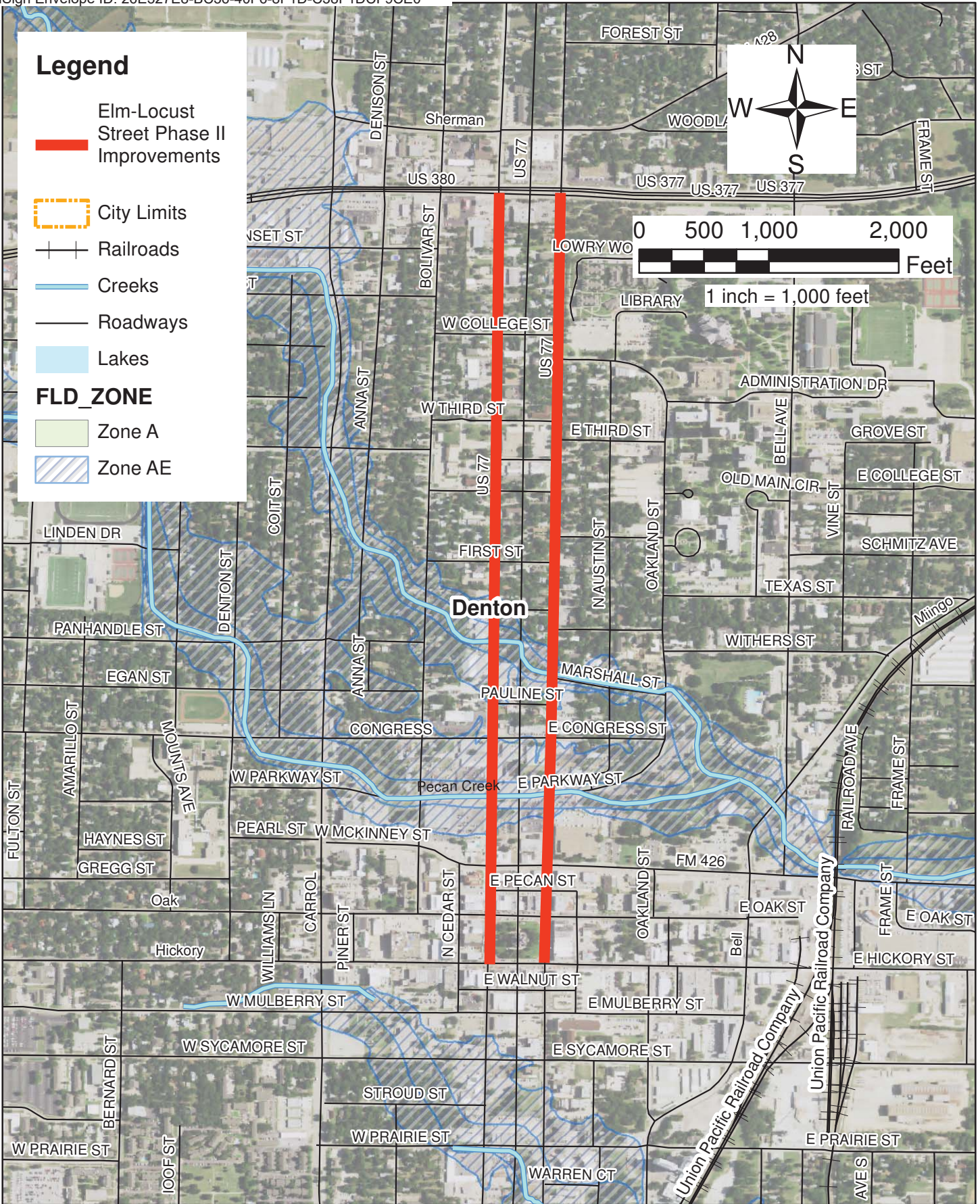
### FLD\_ZONE

Zone A

Zone AE



1 inch = 1,000 feet



## ATTACHMENT E - LOCATION MAP

### ELM AND LOCUST STREET

W. UNIVERSITY DRIVE TO HICKORY STREET  
PHASE II - WATER, WASTEWATER AND DRAINAGE IMPROVEMENTS

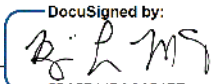
SEPTEMBER 2018



**Exhibit N/A**  
**Senate Bill 252 -Government Code 2252**  
**CERTIFICATION**

I, Ben McGahey, the undersigned representative of Halff Associates, Inc. (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.

Ben McGahey  
Name of Company Representative (Print)

  
Signature of Company Representative

10/12/2018  
Date

**Exhibit** N/A

**House Bill 89 - Government Code 2270**

**VERIFICATION**

I, Ben McGahey, the undersigned representative of Half Associates, Inc. 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.*

Ben McGahey

Name of Company Representative (Print)

DocuSigned by:  
  
 Signature of Company Representative

10/12/2018

Date

## Certificate Of Completion

Envelope Id: 26E327E8BC3640F68F1DC38F1DCF9CE0

Status: Completed

Subject: City Council Docusign Item - 6590-041

Source Envelope:

Document Pages: 39

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 0

Adrian Brown

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US & Canada)

adrian.brown@cityofdenton.com

IP Address: 129.120.6.150

## Record Tracking

Status: Original

Holder: Adrian Brown

Location: DocuSign

10/11/2018 4:25:34 PM

adrian.brown@cityofdenton.com

## Signer Events

## Signature

## Timestamp

Adrian Brown

**Completed**

Sent: 10/11/2018 4:47:52 PM

adrian.brown@cityofdenton.com

Viewed: 10/11/2018 4:48:05 PM

Buyer

Signed: 10/11/2018 4:58:43 PM

City of Denton

Using IP Address: 129.120.6.150

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mack Reinwand

DocuSigned by:  
Mack Reinwand  
7F9D328BF0204E5...

Sent: 10/11/2018 4:58:45 PM

mack.reinwand@cityofdenton.com

Viewed: 10/12/2018 9:54:09 AM

City of Denton

Signed: 10/12/2018 9:55:42 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 129.120.6.150

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ben McGahey

DocuSigned by:  
Ben McGahey  
5B25744D3C654FE...

Sent: 10/12/2018 9:55:45 AM

bmcgahey@halff.com

Viewed: 10/12/2018 11:03:41 AM

Director of Public Works

Signed: 10/12/2018 11:06:47 AM

Halff Associates, Inc.

Signature Adoption: Drawn on Device

Using IP Address: 107.77.197.27

Security Level: Email, Account Authentication (None)

Signed using mobile

### Electronic Record and Signature Disclosure:

Accepted: 10/12/2018 11:03:41 AM

ID: c86335ac-be40-47ad-9fce-7fadff84cbbb

Todd Estes

DocuSigned by:  
Todd Estes  
4EA1529342DA4B7...

Sent: 10/12/2018 11:06:49 AM

Todd.Estes@cityofdenton.com

Viewed: 10/12/2018 11:23:44 AM

Director/City Engineer

Signed: 10/12/2018 11:24:49 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Drawn on Device



Using IP Address: 174.206.6.11

Signed using mobile

### Electronic Record and Signature Disclosure:

Accepted: 10/12/2018 11:23:44 AM

ID: a159188d-a40d-4584-8d38-7a938d81092c

Signer Events	Signature	Timestamp
<p>Tabitha Millsop  tabitha.millsop@cityofdenton.com  City of Denton  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 10/12/2018 11:24:52 AM  Viewed: 11/7/2018 9:46:36 AM  Signed: 11/7/2018 9:52:33 AM</p>
<p>Todd Hileman  todd.hileman@cityofdenton.com  City Manager  City of Denton  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 7/25/2017 11:02:14 AM  ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21</p>	<p>DocuSigned by:    B778C711BA0D454...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 47.190.47.120  Signed using mobile</p>	<p>Sent: 11/7/2018 9:52:37 AM  Viewed: 11/7/2018 10:50:49 AM  Signed: 11/7/2018 10:50:55 AM</p>
<p>Jennifer Walters  jennifer.walters@cityofdenton.com  City Secretary  City of Denton  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p>DocuSigned by:    C58FAFC1821946D...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 129.120.6.150</p>	<p>Sent: 11/7/2018 10:50:58 AM  Viewed: 11/8/2018 1:31:07 PM  Signed: 11/8/2018 1:31:33 PM</p>

Person Signer Events	Signature	Timestamp
<b>Editor Deliver</b> Events	Status	Timestamp
<b>Agent Deliver</b> Events	Status	Timestamp
<b>Intermediar Deliver</b> Events	Status	Timestamp
<b>Certified Deliver</b> Events	Status	Timestamp
<b>Car on Cop</b> Events	Status	Timestamp

<p>Sherri Thurman  sherri.thurman@cityofdenton.com  City of Denton  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; width: fit-content; margin: auto;"><b>COPIED</b></div>	<p>Sent: 10/11/2018 4:58:45 PM</p>
<p>Jane Richardson  jane.richardson@cityofdenton.com  Assistant City Secretary  City of Denton  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; width: fit-content; margin: auto;"><b>COPIED</b></div>	<p>Sent: 11/7/2018 9:52:36 AM  Viewed: 11/7/2018 10:56:03 AM</p>

**Carion Cop Events****Status****Timestamp**

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

**COPIED**

Sent: 11/8/2018 1:31:36 PM  
 Viewed: 12/7/2018 10:06:17 AM

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

**COPIED**

Sent: 11/8/2018 1:31:37 PM  
 Viewed: 11/9/2018 3:29:31 PM

Michael Smith  
 Michael.Smith@cityofdenton.com  
 Security Level: Email, Account Authentication  
 (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**COPIED**

Sent: 11/8/2018 1:31:38 PM

**otar Events****Signature****Timestamp****Envelope Summar Events****Status****Timestamps**

Envelope Summar Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/8/2018 1:31:38 PM
Certified Delivered	Security Checked	11/8/2018 1:31:38 PM
Signing Complete	Security Checked	11/8/2018 1:31:38 PM
Completed	Security Checked	11/8/2018 1:31:38 PM

**ament Events****Status****Timestamps****Electronic Record and Signature Disclosure**

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- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto: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"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

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

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