

ORDINANCE NO. 22-2303

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC., FOR THE DESIGN OF THE WESTGATE DRIVE RECONSTRUCTION PROJECT FOR THE CAPITAL IMPROVEMENTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7599-011 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO HALFF ASSOCIATES, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$1,144,280.00).

WHEREAS, on May 18, 2021, the City Council approved a pre-qualified professional engineering list (Ordinance 21-894); and

WHEREAS, the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Halff Associates, Inc., for the design of the Westgate Drive Reconstruction Project for the Capital Improvements Department, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Vicki Byrd, District 1:	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Brian Beck, District 2:	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Jesse Davis, District 3:	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Alison Maguire, District 4:	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Brandon Chase McGee, At Large Place 5:	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Chris Watts, At Large Place 6:	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>

PASSED AND APPROVED this the 15<sup>th</sup> day of November, 2022.

  
GERARD HUDSPETH, MAYOR

ATTEST:  
ROSA RIOS, CITY SECRETARY

BY: Rosa Rios



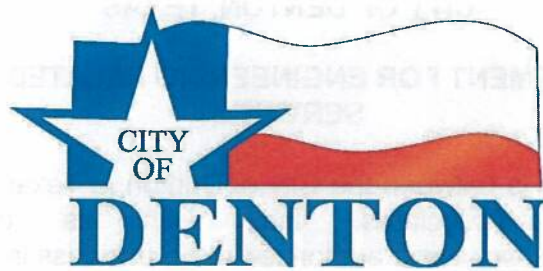
APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Digitally signed by Marcella Lunn

DN: cn=Marcella Lunn, o,  
ou=City of Denton,  
email=marcella.lunn@cityofd  
enton.com, c=US

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## DocuSign City Council Transmittal Coversheet

PSA	7599-011
File Name	Westgate Drive Reconstruction Design
Purchasing Contact	Cori Power
City Council Target Date	NOVEMBER 15, 2022
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	22-2303

## **CITY OF DENTON, TEXAS**

### **STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES**

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Halff Associates, Inc., with its corporate office at 1201 North Bowser Rd, Richardson, TX and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Westgate Drive Reconstruction 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 Exhibit A. These services shall be performed in connection with the PROJECT.
- B.** Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

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

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed **\$1,144,280** in the manner and in accordance with the fee schedule as set forth in Exhibit B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Exhibit 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 Exhibit A.

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

Payments to the ENGINEER will be made as follows:

## **A. Invoice and Payment**

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

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

### **A. General**

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

### **B. Standard of Care**

The ENGINEER shall perform its services:

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

### **C. Subsurface Investigations**

- (1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Exhibit 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 Exhibit 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 Exhibit 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 Exhibit A to this AGREEMENT.

#### **P. Equal Opportunity**

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

- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and

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

## **SECTION 5**

### **Obligations of the City**

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

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

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

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

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

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

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

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

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

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

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

- (1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing

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

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

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

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

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

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

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

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

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

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

policy or documentation of such on a certificate of insurance.

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

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

#### **K. Changes**

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

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

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

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

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

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

#### **C. Force Majeure**

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

#### **D. Termination**

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.

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

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

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

#### **F. Indemnification**

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



## **G. Assignment**

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

## **H. Jurisdiction**

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

## **I. Severability and Survival**

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

## **J. Observe and Comply**

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

## **K. Immigration Nationality Act**

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

ENGINEER.

#### **L. Prohibition on Contracts with Companies Boycotting Israel**

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

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

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

#### **N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

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

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

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

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

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

#### **Q. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

#### **R. Agreement Documents**

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be

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

Exhibit A - Scope of Services and Schedule

Exhibit B - Compensation

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

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

Duly executed by each party's designated representative to be effective on  
11/15/2022

BY:  
CITY OF DENTON, TEXAS

DocuSigned by:  
Sara Hensley  
Sara Hensley, City Manager

BY:  
ENGINEER  
Half Associates, Inc.

DocuSigned by:  
Benjamin L. McGahey  
2B2A715A9AE5417...

Date: 10/28/2022

ATTEST:  
ROSA RIOS, CITY SECRETARY

BY: DocuSigned by:  
Rosa Rios  
1C5CA8C5E175493...

2022-949744  
TEXAS ETHICS COMMISSION  
CERTIFICATE NUMBER

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

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

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

DocuSigned by:  
Rebecca Dirviney  
Signature 4B6745F...

Director of Capital Projects/City Engineer  
Title

Capital Projects/Engineering  
Department

**EXHIBIT A  
SCOPE OF SERVICES  
for  
WESTGATE DRIVE RECONSTRUCTION  
In  
THE CITY OF DENTON**

**1. DESCRIPTION**

The purpose of this project is to design the reconstruction and widening of Westgate Drive from Windsor Drive to Bronco Way, considered North/South Westgate, and to design permanent connectivity of Westgate Drive from Bronco Way to existing Westgate Drive, considered East/West Westgate. It is anticipated that the North/South Westgate will be a two-lane, 28-foot wide street section with curb and gutter and East/West Westgate will be a four-lane, divided street section to match the Bronco Way street section configuration. Pedestrian ramps shall be provided at all intersections. Design will include a new eight-foot sidewalk located on the northbound side of North/South Westgate. Windsor Drive will also be widened from the northbound I-35E Frontage Road to the existing North/South Westgate and Windsor Drive intersection to match the existing four-lane, divided street section configuration east of the intersection. Drainage improvements and an 8" water line extension from Coffey Drive to Bronco Way will also be provided. The scope of this project includes topographic and boundary map design surveys, right-of-way appraisal and parcel preparation, conceptual, preliminary and final design, construction plans, specifications, opinions of probable construction cost, and bidding and construction administration services.

**2. PROJECT MANAGEMENT**

**A. Manage the Team:**

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

**B. Communications and Reporting:**

- Attend one pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs that meet City requirements.
- Conduct review meetings with the City at the end of each design phase. Up to three (3) total.
- Prepare and submit monthly invoices in the format acceptable to the City.
- Coordinate with franchise utilities as necessary for the design of the proposed infrastructure and provide and obtain information needed to

prepare the design. Includes up to two (2) franchise utility coordination meetings.

**C. Data Collection:**

- (1) Research and make efforts to obtain any additional design criteria, available GIS information, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, previous studies prepared by others, as-built plans for portions of surrounding infrastructure, historical drainage complaints and other information available for the project area. This shall coincide with the project kickoff meeting.
- (2) The City shall provide any existing available data concerning the Project including as built plans for existing streets, drainage facilities, water and sanitary sewer mains.
- (3) The City shall also assist the Consultant, as necessary, in obtaining any required data and information from TxDOT, DME and/or other local utility companies.
- (4) The City will provide the following data / information to assist with traffic projections:
  - (a) Development plans / future land use plans
    - i. Plans for known developments to be located in the area generally bordered by Interstate Highway (IH) 35E Frontage Road, Westgate Drive, Windsor Drive and Bronco Way
    - ii. Future land use plan for the City
    - iii. Growth rate for future development / traffic projections
  - (b) Thoroughfare Plan
  - (c) Information related to planned / proposed roadway improvement projects in the study area
  - (d) Historical traffic count data and future traffic projections in the study area, as available

**3. DESIGN SURVEY**

The Consultant shall provide surveying services, which, in general, may be defined as normal services applicable to a project of this type. The following particulars will also apply.

- A. Vertical benchmarks shall be established such that all points of construction shall be within 500 feet of an established City of Denton benchmark. Benchmarks should not be subject to loss during construction. Fire hydrants and similar appurtenances are not to be used for benchmarks. The surveyor shall establish temporary benchmarks throughout the length of the project.
- B. Topographic features will be surveyed along with any and all 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 properties.

- C. Existing property corners, iron pins, etc. shall be tied in order to establish existing rights-of-way. Prior to surveying on private property, the surveyor shall secure written permission from the property owners and/or tenant and shall provide the City a copy of said written permission. Should only oral permission be granted, the surveyor shall document the permission granted by letter to the property owner/tenant, with a copy to the City. If permission cannot be obtained, the City will assist, or other arrangements will be worked out.
- D. Consultant shall use a combination of mobile LiDAR and conventional survey as necessary to collect the field data. Feature extraction for the above two items will include the detailed list shown below in "Deliverables".

**Deliverables:**

- Survey files will be delivered in MicroStation or AutoCAD CADD files
- Topographic survey will include a DTM with minor contours at 1-foot intervals and major contours at 5-foot intervals and site planimetric along the route.
- Locate topographic features along with any above-ground features needed, such as edges of pavement, curbs and gutter, sidewalks, building corners, power poles, valves and other appurtenances.

#### **4. RIGHT-OF-WAY REQUIREMENTS**

The Consultant shall evaluate where right-of-way may be required.

- A. Prepare a preliminary list of right-of-way parcels necessary to construct the project (if any). Submit to the City of Denton as soon as possible and prior to the final plan submittal.
- B. Preparation of a Boundary Map/Right-of-Way Strip Map that will include:
  - City title block
  - Property owner name, address, and recording information of deed
  - Location of all existing property pins and monuments
  - Location of easements of record
  - Existing rights-of-way
  - Location of proposed easement pins
  - Easement areas
  - Parcel numbers
  - All of the above shall be placed on standard plan sheets and bear the seal of a Texas Licensed Professional Engineer.
- C. Meet with the City of Denton Staff to determine right-of-way requirements for preparation of field notes and exhibits.



- D. A maximum of twenty (20) right-of-way parcels, two (2) permanent drainage easements and ten (10) temporary construction easements may be required for the project.
- E. Individual Exhibits for each parcel shall be prepared to contain the following:
  - Area required
  - Parcel number
  - Property owner name, mailing address, and volume and page of deed
  - Existing easements
  - Exhibits will be drawn to scale
  - All of the above shall be placed on one page of 8-1/2" x 11" paper, labeled as Exhibit "B" and signed and sealed by a Texas Registered Professional Land Surveyor.
- F. Legal descriptions for each parcel shall reference the volume, page, and owner of the parent tract and shall be incorporated into a standard City of Denton conveyance document as Exhibit "A". Individual parcels will be cross-referenced on the plans. Front end documents shall be provided by the City.
- G. Submit right-of-way documents to the City and make necessary corrections.
- H. Upon approval of the right-of-way by the City, and if required, the Consultant shall stake and flag the right-of-way for inspection by the appraiser and property owner. The documents, including legal description, shall be furnished to the City in Microsoft Word and PDF format.

## **5. RIGHT-OF-WAY SERVICES**

The Consultant shall provide Right-of-Way services, including acquisition services, negotiations, and property valuations which, in general, may be defined as normal services applicable to a project of this type. The following particulars will also apply.

### **A. Project Administration:**

#### **(1) Initial Site Visit**

- a. ROW Consultant will visit project site with City Personnel.

#### **(2) Communication:**

- a. Maintain status reports of all parcel and project activities and provide weekly to City.
- b. Provide schedule of all areas of work indicating anticipated start and end dates.
- c. Attend weekly status meetings.
- d. Prepare initial property owner contact list for use by City in distribution of ROW Consultant introduction letters.

#### **(3) File Management:**

- a. Project and parcel files will be kept at the City. Working files will be kept in the ROW Consultant's project administrative office, but



documents generated or received by the ROW Consultant will be forwarded to the City as they are generated or received by the ROW Consultant.

- b. Prepare invoices utilizing City standard payment submissions forms with supporting documentation.
- c. Maintain records of all payments including warrant/check number, amount, and date paid, etc.
- d. Maintain copies of all correspondence and contacts with property owners

**B. Title and Closing Services:**

- (1) Secure preliminary title commitment or preliminary title search and 5-year sales data from the title company that will be providing title insurance.
  - a. The charges from the Title Company for the preliminary title commitments will be paid by the City and are not be included in the Consultant's negotiated fee schedule.
- (2) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. The charges from the Title Company for the update of the title commitment will be paid by City and should not be included in the Consultant's negotiated fee schedule.
- (3) Secure title insurance for all parcels acquired, insuring acceptable title to City. Written approval by City required for any exception. The charges from the Title Company for the update of the title insurance will be paid by City and should not be included in the Consultant's negotiated fee schedule.
- (4) The curative services necessary to provide clear title to the City is the responsibility of the Consultant and is to be included in the negotiated fee schedule for this service. Note: the Consultant's curative services do not include cost/expenses that qualify as payment of incidental expenses to transfer real property to the City.
- (5) The Consultant has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance when requesting the Parcel Payment from the City.
- (6) The Consultant provides closing services in conjunction with the Title Company and at the discretion of the City may be required to attend closings.
- (7) Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees.
- (8) Consultant shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The cost of recording fees and filing fees are paid by the City and should not be included in the Consultant's negotiated fee schedule.

**C. Negotiation Services:**

- (1) Analyze appraisal and appraisal review reports and confirm City's approved value prior to making offer for each parcel.
- (2) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
- (3) Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- (4) Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by City on applicable forms.
- (5) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- (6) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal for billing purposes.
- (7) Respond to property owner inquiries verbally and in writing within two business days.
- (8) Prepare a separate negotiator contact report for each parcel per contact on approved form.
- (9) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- (10) Advise property owner on the Administrative Settlement process. Transmit to City any written counter offer from property owners including supporting documentation, and Consultant recommendation regarding Administrative Settlements in accordance with City policy and procedures.
- (11) Prepare final offer letter, documents of conveyance as necessary.
- (12) Appear and provide Expert Witness testimony as a Consultant when requested. The cost of the Consultant's expert witness testimony for trial is not part of this contract.
- (13) Issue Property Owner's Survey to property owner.

**ADDITIONAL RIGHT-OF-WAY SERVICES**

Additional services to be performed by Consultant, if authorized in writing by the City, which are not included in the above-described Basic Services, are described below:

**D. Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs**

- (1) Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting;

- a. Page one of the Relocation Advisory Assistance – Parcel Record form
  - b. Displacee Move Plan
  - c. Certification of Eligibility
  - d. Relocation Assistance Brochure
- (2) Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of the property and deliver a completed Relocation Advisory Assistance – Parcel Record form signed by the Displacee to the City.
- (3) Locate, evaluate, and maintain files on comparable available housing to complete Right of Way Acquisition Services Contract.
- (4) Compute and submit request for relocation housing/rental supplement to the City Project Manager on the Supplemental Payment Estimate, Replacement Housing form with supporting Residential Property Evaluation forms with photos attached.
- (5) Provide 90-day notice to vacate, if required by the City, simultaneous with the delivery of relocation benefits package.
- (6) Provide 30-day notice once property has been acquired by the City. Note: the Displacee must be given no less than 90-day notice.
- (7) Notify the City Project Manager immediately if Displacee does not move after the 30-day notice expires.
- (8) Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with City and State of Texas policy. Prepare and complete Replacement Housing Inspection form and submit to the City Project Manager.
- (9) For non-residential moves, Negotiated Self-Moves:
  - a. If a moving plan exceeds \$20,000, prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves. This is required for pre-approval by the City.
  - b. If the moving plan for a Negotiated Self-Move is less than \$20,000 the Consultant must submit Negotiated Self-Move Request with moving plan for the business owner or tenant. This includes photos, written inventory list, type of move requested, and project move date.
- (10) For all Negotiated Self-Moves, the Consultant is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Consultant and not the Displacee. Moving estimates must be prepared in writing and in the name of City and not the Consultant.
- (11) Coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with State and City procedures.
- (12) Maintain relocation contact logs on Relocation Advisory Assistance - Parcel Record form journaling all attempted and completed contacts

with all parties. This includes descriptions of the reasons and outcome for each contact.

- (13) Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
- (14) Process and compute increased interest payments as required.
- (15) Relocation agent shall be available for any appeals or hearings. For this assignment, the fee for preparation and testimony will be a reasonable hourly rate, preapproved in writing by the City Project Manager.
- (16) Prepare all relocation payment claim submissions for all Displacees in accordance with State and City guidelines.
- (17) Deliver warrants in accordance with City guidelines.
- (18) Issue Relocation Survey to all Displacees.
- (19) Provide an executed Certification of Eligibility form with all Displacee claims.

#### E. Condemnation Support:

Consultant shall not act as the attorney for condemnation purposes. City must self perform legal services or contract with third party attorney. Consultant shall provide those support services to City or to City's attorney as described below:

##### (1) Pre-Hearing Support

- a. Request updated Title Commitment from title Company.
- b. Use information from the Title Commitment to identify interested parties. \*
- c. Submit information packet as requested by Condemning Attorney.
- d. Request update of appraisal.
- e. File original petition with County Court at Law or other appropriate Court for a cause number to be assigned.
- f. File Lis Pendens including the cause number with the County Clerk's Office
- g. Upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
- h. Following appointment of Commissioners by the judge, secure Oath of Commissioners signed by the Commissioners, Order Setting Hearing and Notice of Hearing signed by the Commissioners.
- i. File all originals with the court and send copies to City and Condemning Attorney.

##### (2) Post-Hearing Support

- a. File Award of the Commissioners with the court for the Judge's signature within 48 hours of hearing, unless on Friday or before a holiday when court will not be open.
- b. Obtain certified copy of Award and provide to City with request for funding in amount of Award.

- c. Obtain Commissioners' Fees and submit to City for payment.
- d. File Award payment in registry of the court, file Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of deposit. The Date of Deposit is the Date of Take.
- e. Send written notices of the date of deposit to the City and all interested parties.

\* Updated Title Commitments shall be paid directly by City. Please refer to B. Title and Closing Services.

F. Relocation Appeal(s):

- (1) Assist City with coordination of appeal process.
  - a. Submit appeal to City for review.
  - b. Provide supporting documentation.

G. Eviction Process:

- (1) Assist City with Eviction Process
  - a. Maintain paperwork necessary for filing eviction.
  - b. File necessary documents with court.
  - c. Attend Hearing(s).

H. Disposal of Property Services:

- (1) Provide a Release of Property to the City Project Manager signed by the former owner stating that all personal property has been removed and any remaining items belong to the City.
- (2) Provide the City Project Manager a copy of the plat and field notes, photographs of the property in a PDF format, a copy of the appraisal, and the Release of Property form when buildings are vacant and ready for disposal. The City Project Manager will initiate the environmental surveys as needed.

I. Initial and Update Appraisal Service:

- (1) Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Consultant's Project Administrator in order to coordinate the appraiser's inspection.
- (2) Secure written permission from the owner to enter the property from which real estate is to be acquired. If the Appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing from the City.

- (3) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable City forms.
- (4) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain record of contract in file.
- (5) For the initial appraisal, prepare complete appraisal report for each parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
- (6) For an updated appraisal, prepare complete appraisal update for the parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- (7) As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.
- (8) All completed appraisals will be administratively reviewed by the City staff and recommend for approval by the City staff.
  - a. City staff coordinate with Consultant's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. The Consultant's review appraiser will then coordinate with the appraiser.
- (9) As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- (10) The fees for initial and updated appraisal assignments are based on separate appraisal assignments.
- (11) Beyond delivery of initial and update appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Consultant's Fee Schedule.

**J. Miscellaneous:**

- (1) Testimony for Hearing(s) or appeals.
- (2) Document/Form establishment.
- (3) Reporting outside of typical status reports.

**RIGHT-OF-WAY SERVICES BY CITY/CONSULTANT EXCLUSIONS**

Services to Be provided by the City include, but are not limited to the following:

- (1) Provide timely reviews and approval of submissions.
- (2) Process and issue all warrants for payment of approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to City in accordance with State law.

- (3) Provide a copy to the Consultant's performance evaluation at end of project or as needed throughout the project.
- (4) Initiate, coordinate, and administer environmental investigation surveys.
- (5) Provide Bill of Sale for disposal of improvements.
- (6) Pay direct costs of preliminary title commitment, updates and title insurance for all parcels acquired.
- (7) Provide Review Committee for Relocation Appeal(s).

## **6. GEOTECHNICAL ANALYSIS/PAVEMENT DESIGN**

The Consultant will subcontract with a Geotechnical engineering firm to provide sub-surface soil investigation, testing and pavement design including the following:

- Soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made.
- Borings shall be of sufficient depth and spacing to provide general information needed for the design and construction of the project. Fifteen (15) borings will be advanced to a depth of 12 feet below the existing surface the roadway.
- Testing will be in accordance with ASTM or TxDOT procedures. The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings. Laboratory testing will include moisture content, soil classification according to USCS, Atterberg limits and California bearing ratio. In the event the subgrade requires lime treatment the optimum percentage of lime will be determined by the Eades and Grim pH test.
- An engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with analyses of the results and recommendations. The report will address:
  - General soil and groundwater conditions encountered at the boring locations
  - An evaluation of the swell characteristics of the subgrade soils
  - Recommendations for pavement subgrade preparation
  - Recommendations for pavement design
  - Earthwork recommendations

Deliverables:

- Boring logs with location map
- Soil testing results
- Geotechnical report

## **7. SUBSURFACE UTILITY ENGINEERING**

Half 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.
- A. Quality Level-A Utility Test Holes (Vacuum Excavation): Up to ten (10) test holes will be performed on various utilities at locations approved by the City of Denton. Halff will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & 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 approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas.
- B. Quality Level-B Utility Designating: Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 50,000 linear feet of utilities including buried communication, electric, natural gas, water, and waste water/sanitary sewer. Designation of storm drain/storm sewer, irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.
- C. Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.
- D. Quality Level-C Surveying: Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances as well the iron rod with cap or "x-cut" for Quality Level-A Test Holes will be surveyed and tied utilizing project survey control.
- E. Quality Level-D Records Research: Available Records will be provided to Halff by City of Denton. Halff will perform additional utility record research as needed to successfully complete the project.



- F. Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.
- G. 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, coordination with the project team and signing the final deliverables if required.
- H. Permitting: Street Cut permits will be coordinated with the City of Denton as required.
- I. Work Zone Traffic Control: Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project. This Scope of Services does not include lane closure(s), flag person(s), changeable message board(s), arrow board(s) and/or engineered traffic control plans.

Deliverables:

- 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 survey base file.
- Deliverables for the Quality Level-A Test Hole Excavations will be an 8.5-in. x 11-in. Test Hole Data Form for each Test Hole performed indicating depth, size, locations, and other notable characteristics of the utility.

## 8. DRAINAGE STUDY

Consultant shall perform a floodplain analysis related to a roadway improvement project. The study aims for analyze impacts to the Pecan Creek (Above SCS Dam #16) floodplain along Westgate Drive (PROJECT). The purpose of the floodplain analysis is to ensure no negative impacts to the effective floodplain due to the proposed roadway improvements. Based off the effective FIRM (48121C0360G eff. 4/18/2011), there is an effective Zone AE with floodway and established BFEs downstream of the site, but upstream of the site there is a Zone A floodplain that likely does not have existing modeling. The downstream Zone AE model will have to be extended upstream of the project to evaluate the impacts of the project. This scope assumes the following for the PROJECT:

- PROJECT will be kept within the area shown in **Figure 1**;
- The ultimate (future) hydrologic conditions from the *Pecan Creek and North Pecan Creek Watershed Study and Alternative Analysis* (Halff 2021) will be used. It is assumed no new hydrology will be performed as part of this study;
- Per the previously mentioned study, the contributing drainage area for the PROJECT is less than one square mile. Therefore, per Section 3.8.1 of the City of Denton Stormwater Design Manual, a CLOMR/LOMR or Flood Study may be

performed. This scope assumes no CLOMR/LOMR will be needed, since BFEs are already established, and a Flood Study will be performed;

- The FEMA effective model for Pecan Creek (Above SCS Dam #16) will be used for the hydraulic analysis. If this model is not available, then additional services and fees would be required to develop a pre-project model.



Figure 1. PROJECT Limits

#### J. PROJECT MANAGEMENT

- (1) Coordinate with design team.
- (2) Meetings with CLIENT. Includes a maximum of three meetings (3).

#### K. DATA COLLECTION AND TERRAIN DEVELOPMENT

- (1) Process best available Texas Natural Resources Information System (TNRIS) LiDAR for the PROJECT area.
- (2) Develop a Digital Terrain Model (DEM) and contours.
- (3) Utilize topographic survey (to be provided by ENGINEER).

#### L. HYDROLOGIC ANALYSIS

- (1) Utilize drainage areas from Pecan Creek and North Pecan Creek Watershed Study and Alternative Analysis (Halff 2021).
- (2) Obtain flows from report and models for use in hydraulic modeling.

#### M. HYDRAULIC ANALYSIS

- (1) Obtain the FEMA effective model for Pecan Creek (Above SCS Dam 16). If FEMA or CLIENT cannot provide the effective model, then additional services and fees will be required to develop a pre-project model for the reach.
- (2) Execute the Effective Model to verify its integrity.
- (3) Create revised existing model by incorporating updated survey into the existing model.
- (4) Using the 30, 60, 90, and 100% civil design drawings, create a proposed conditions hydraulic model. Up to two (2) design alternatives will be analyzed.
- (5) Execute and debug the model.
- (6) Perform QAQC on results and hydraulic model.
- (7) Address QAQC comments.

#### **N. FLOOD STUDY REPORT**

- (1) Write, edit, and compile a flood study report detailing the results of the floodplain analysis. It is assumed no FEMA CLOMR or LOMR will be needed.
- (2) Submit key digital data, including modeling and GIS layers. The report and data will be submitted to the CLIENT.
- (3) Deliverables: Flood Study Report, in PDF format, and all relevant digital data.
- (4) Address any review comments with the CLIENT, if necessary.

#### **9. CONSTRUCTION PLANS**

The Consultant shall develop construction plans 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 construction plans will consist of numerous sheets ordered as follows:

- A. Cover Sheet and Sheet Index: The cover sheet shall include a location map. Additionally, the cover 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. Following the title sheet shall be a sheet index with drawings numbered consecutively and without subscripts.
- B. Project Layout Sheet(s): The project layout sheet(s) will be laid out with the north arrow up or to the right. The purpose of the project layout is to depict the project in a simplified view. Major items of work will be shown without excessive detail. Additionally, survey control points shall be shown.
- C. Project General Notes and Legend: These sheets will include a listing of abbreviations, legend, and general notes.
- D. Typical Sections: Typical sections shall be drawn to depict a view looking north or east. As a minimum, typical sections will be drawn showing the relationship

of the proposed street and existing and proposed improvements. Typical sections will include existing roadways, right-of-way lines, etc., along with all proposed roadway improvements and will depict all significant items of work.

- E. Plan and Profile Sheets (Paving, Storm Drain and Water): Plan-profile sheets will be arranged from south to north and from west to east, with the north arrow up or to the right on the sheet. Stationing will be from south to north or west to east with the beginning station being set at approximately 1+00. The plan and profile station will 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. Water line profiles shall only be provided for lines 12-inch and larger. Lines smaller than 12-inch shall be designed in plan only.
- F. Grading Plans: Halff will provide grading plans that include 1' proposed contours with spot elevations labeled at PC, PT, PI, drainage structures and maximum 50 feet spacing.
- G. Drainage Plans: Halff will provide a drainage area map and calculations to support the design of a closed conduit system and determine any additional inlets needed to appropriately convey runoff for the street corridor. Existing storm drain infrastructure will remain in place wherever practicable.
- H. Roadway Illumination Plans: Halff will provide illumination layout plans, electrical circuit plans and details for roadway lighting system. These plans shall include street illumination and safety lighting at all intersections and other locations as necessary to meet City standards for spacing. A photometric study will not be provided.
- I. Detail Sheets: The City's standard drawings will be used as a beginning point in developing standard details for this project. They will be reviewed and modified for this project. 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.
- J. Miscellaneous: Construction plans will also address erosion control, utility adjustments, traffic control (including phasing, detours, road closures, signing, barricading, etc.), pavement markings and signage, and other improvements.
- K. Cross Sections: Cross sections shall be arranged from bottom to top of the sheet looking up station and shall show existing and proposed features and improvements. Generally, no more than eight (8) sections per sheet are to be plotted. 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. Full sections will be drawn at maximum spacings of 500 feet.

L. Review Plans: The Consultant shall develop conceptual plans and profiles and estimates of probable cost for the 30% milestone. A rolled schematic will be provided for review and comment and to determine the feasibility of the project and confirm constructability and cost prior to developing preliminary plans. Preliminary plans shall then be prepared and submitted at the 60% milestone. Final plans shall be prepared and submitted at the 90% and 100% milestone. 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. The Consultant shall, in company with the City, perform at least one plans-in-hand review for each submittal. Deliverables for each design submission are as follows:

- (1) 30% Design Package
  - (a) Roll schematic depicting plan layout for roadway and storm drain conduit
  - (b) Typical Sections
  - (c) Letter report summarizing the design criteria utilized, and assumptions made during preparation of the conceptual design. The report will also address design constraints discovered during the preliminary alignment preparation
  - (d) Engineer's Preliminary Estimate of Probable Construction Cost
- (2) 60% Design Package
  - (a) Information provided in previous design package revised per City comment
  - (b) Cover sheet, sheet index and legend, general notes
  - (c) Project layout and control
  - (d) Right-of-Way Map sheets
  - (e) Demolition plans
  - (f) Roadway, storm drain and water line plan and profile sheets
  - (g) Drainage area map, hydraulic and inlet computations
  - (h) Preliminary grading plans
  - (i) Roadway cross-sections
  - (j) Engineer's 60% Preliminary Estimate of Probable Construction Cost
- (3) 90% Design Package
  - (a) Information provided in previous design package revised per City comment.
  - (b) Traffic control and phasing sheets
  - (c) Roadway Illumination plan sheets
  - (d) Pavement markings and signage
  - (e) Erosion control plans
  - (f) Project detail sheets
  - (g) Project manual and technical specifications.
  - (h) Engineer's 90% Pre-Final Estimate of Probable Construction Cost
- (4) 100% Final Design Package

- (a) Information provided in previous design package revised per City comment, signed and sealed for bidding.
  - (b) Engineer's 100% Final Estimate of Probable Construction Cost
- M. Design: The design of the project shall be in general accordance with the City of Denton ordinances, standard details, and good Consulting practices. During the design phase, the Consultant shall contact various utility companies and obtain information relating to existing utility lines. The design should avoid major utility relocations, where practical. When required, proposed relocations or replacements will be shown in plan and profile.
- N. Prints: One (1) 11x17 set of plans and electronic files in PDF format shall be submitted to the City for each review stage. The Consultant will upload a set of plans in PDF format to the City's PROCORE submission software at each project milestone. The Consultant will provide utility companies with electronic PDF files of 60% plans for review. The City shall provide local utility contact information to assist with distribution.
- O. General: Construction plans shall be furnished half-size. The Consultant will provide one 11x17 set of vellum plans and electronic pdf files for bidding and construction. The City's standard format shall be used. Electronic files in PDF and DGN or DWG format shall be provided to the Contractor for use during construction.
- P. Generic Sheet List: Following is a general list of plan sheets required for each construction package.
  - (1) Cover Sheet
  - (2) Sheet Index and Legend
  - (3) Project General Notes
  - (4) Typical Paving Sections
  - (5) Project Layout Sheet(s)
  - (6) Right-of-Way Maps
  - (7) Demolition Plans
  - (8) Paving Plan and Profile Sheets
  - (9) Grading Plans
  - (10) Drainage Area Map and Calculations
  - (11) Storm Drain Plan and Profile Sheets
  - (12) Water Line Plan Sheets
  - (13) City of Denton Pavement Standard Details
  - (14) Miscellaneous Pavement Details
  - (15) City of Denton Storm Drain Details
  - (16) City of Denton Water Line Details
  - (17) Erosion Control Plans
  - (18) City of Denton Erosion Control Details
  - (19) Pavement Markings, and Signage Plans and Details
  - (20) Roadway Illumination Plans
  - (21) Illumination Tables and Details



- (22) Traffic Control and Sequencing Plans
- (23) Traffic Control Details
- (24) Roadway Cross Sections

Q. Specifications: The Consultant shall prepare a project manual and technical specifications required for bidding and constructing the project. The project manual will be provided in the City's standard format. Only specifications amending or supplementing the City's specifications need be furnished. Project manual, specifications, bid items and quantities shall be furnished on hard copy and by electronic file.

#### **10. PERMITTING**

The Consultant shall prepare applications to the Texas Department of Licensing and Review (TDLR) for code review of sidewalks and ramps. After construction the Consultant shall notify TDLR of completion date. Consultant shall address any questions or issues by TDLR as a result of review and inspection. TDLR review and inspection fees are included in this proposal.

The Consultant shall prepare construction plans permit set to submit to TxDOT for approval to allow Westgate Dr. and Windsor Dr. improvements in TxDOT Right-of-Way as they pertain to connections to the northbound frontage road.

#### **11. BID AND CONSTRUCTION PHASE ENGINEERING ASSISTANCE**

A. Bidding – During the bidding phase, the Consultant will prepare bid documents and assist the City in advertising the project for bids. The Consultant will address technical questions and prepare addenda and issue to the bidders. The Consultant shall attend a pre-bid meeting and prepare minutes. The Consultant will tabulate bids and make recommendation for award of contract.

B. Construction:

- (1) Attend a pre-construction meeting and monthly progress meetings as required. Document each meeting with written minutes.
- (2) Review shop drawings and Contractor submittals.
- (3) Review laboratory test reports on materials and equipment.
- (4) Prepare and negotiate Change Orders between the Contractor and the City.
- (5) Prepare record drawings from information supplied by the Contractor.
- (6) Attend final inspection and assist in preparation of a punch list report.

C. Closure – The Consultant shall prepare "record" plans, incorporating all changes and known variations to provide the City the best possible set of record drawings. The final record drawings shall be furnished in.pdf format. CADD files shall be furnished as well.

#### **12. TRAFFIC STUDY & DESIGN**

Based on correspondence with the project team, Halff Associates, Inc. (Halff) will conduct an Intersection Alternatives Evaluation (Phase 1) for the proposed Westgate

Street / Bronco Way intersection in Denton, Texas. Halff will also conduct a Traffic Signal Warrant Study and prepare traffic signal design plans for the intersection, if warranted (Phase 2).

If the City of Denton requires task items outside of this scope, Halff will prepare an additional services agreement for authorization by the City prior to initiating those items.

## **PHASE 1 – INTERSECTION ALTERNATIVES EVALUATION**

### **TASK 1.0 DATA COLLECTION**

- 1.1 Conduct a site visit to check roadway conditions in the study area.
- 1.2 Conduct weekday AM and school and commuter PM peak period turning movement traffic counts (7:00 – 9:00 AM and 2:00 – 6:00 PM) at the following intersections:
  - 1.2.1 Northbound IH 35 frontage road / Westgate Drive
  - 1.2.2 Windsor Drive / Westgate Drive
  - 1.2.3 N. Bonnie Brae Street / Riney Road / Bronco Way
- 1.3 Conduct weekday 24-hour bi-directional link volume traffic counts at the following locations:
- 1.4
  - 1.4.1 Westgate Drive between the northbound IH 35 frontage road and the retail center driveway
  - 1.4.2 Westgate Drive north of Windsor Drive
  - 1.4.3 Bronco Way west of N. Bonnie Brae Street
- 1.5 Acquire the following information from the City of Denton:
  - 1.5.1 Plans for future roadway improvements in the study area
  - 1.5.2 Historical traffic count data in the study area
  - 1.5.3 Planned or proposed developments in the study area
  - 1.5.4 Growth rate for projecting future traffic volumes in the study area
  - 1.5.5 Rates for existing traffic volumes to account for school and / or COVID-19 impacts, as applicable
  - 1.5.6 Thoroughfare plan
  - 1.5.7 Future land use plan

### **TASK 2.0 ANALYSIS**

- 2.1 Identify existing AM and school and commuter PM peak hour volumes at the study intersections listed in Task 1.2, based on the traffic count data collected in Task 1.2.
- 2.2 Develop projected weekday AM and school and commuter PM peak hour turning movement traffic volumes at the future Westgate Drive / Bronco Way intersection for the Build Out scenario. Build out year to be determined in consultation with the City.



- 2.3 Conduct weekday AM and school and commuter PM peak hour intersection level of service (LOS) analyses at the Westgate Drive / Bronco Way intersection using the Build Out scenario volumes development in Task 2.2. Evaluate up to three intersection configurations, to be determined in consultation with the City.
- 2.4 Address pedestrian routing at the Westgate Drive / Bronco Way intersection.
- 2.5 Address school access and potential queuing along Westgate Drive south of Bronco Way.
- 2.6 Work with the City and project team to determine a preferred intersection configuration, including traffic controls and lane assignments.

### **TASK 3.0 REPORT PREPARATION**

- 3.1 Prepare a preliminary draft technical report that addresses the findings in Tasks 1 and 2.
- 3.2 Submit a copy of the draft report to the City and project team for review and comment.
- 3.3 If necessary, revise the report once based upon comments from the City and project team.
- 3.4 Prepare a final version of the technical report and submit to the City.

### **TASK 4.0 CONFERENCE CALLS**

- 4.1 Attend up to three conference calls with City staff and / or the project team to discuss the traffic study.

### **SERVICES NOT COVERED – INTERSECTION ALTERNATIVES EVALUATION**

The services stipulated below are specifically excluded from the scope of this contract. In the event additional services are required, an addendum to this contract will be required before work can proceed. Additional services include but are not limited to the following:

1. Conduct any traffic counts for the project, other than those specifically identified in Task 1.
2. Conduct any operational / level-of-service analyses of site driveways, street intersections or other roadways in the study area, other than those specifically identified in Task 2.
3. Provide any services related to permits or detailed engineering plans for recommendations.
4. Conduct any revisions to the report caused by changes to the study assumptions, such as changing the land uses / densities / build out year for the study.
5. Attend any more than the three conference calls for the project identified in Task 4.
6. Attend any City of Denton meetings, including Planning and Zoning Commission and City Council meetings.
7. Address any review comments that may be generated by the City more than the one round noted in Task 3.3.

## **PHASE 2 – TRAFFIC SIGNAL WARRANT STUDY / TRAFFIC SIGNAL DESIGN**

### **TASK 1.0 TRAFFIC SIGNAL WARRANT STUDY**

- 1.1 Develop weekday hourly approach volumes at the Westgate Drive / Bronco Way intersection for the Build Out scenario. Build out year will be the same as the year analyzed in the Intersection Alternatives Evaluation, as determined in consultation with the City.
- 1.2 Conduct a Traffic Signal Warrant Study for the Westgate Drive / Bronco Way intersection based on the projected volumes developed in Task 1.1.
- 1.3 Prepare a technical report outlining the findings and results of the Traffic Signal Warrant Study.
- 1.4 Attend one conference call with City staff and / or the project team to discuss the warrant study.

### **TASK 2.0 TRAFFIC SIGNAL DESIGN**

- 2.1 Attend a conference call with City Traffic Engineering staff to discuss the signal design requirements.
- 2.2 Acquire signal design standards and requirements from the City.
- 2.3 From the project team, acquire the electronic CAD files (MicroStation) for the preferred Westgate Drive / Bronco Way intersection configuration. Design files shall include at minimum all existing and proposed curb lines, pavement markings, pedestrian ramps, existing signal equipment, aboveground and underground utilities, and right-of-way around the study intersection, as applicable.
- 2.4 PDF signal design plans will be produced for the intersection and will be submitted to the City for review and comment at the following design levels:
  - 2.4.1 60 percent plans
  - 2.4.2 90 percent plans
  - 2.4.3 Final plans
- 2.5 Provide PDF and CAD files of final plans and one set of original signed and sealed plans.
- 2.6 Prepare a quantities summary, bid item spreadsheet and estimate of construction cost for the traffic signal modifications and submit this information to the City.
- 2.7 Coordinate the signal design process with the City.
- 2.8 Conduct a maximum of six meetings or conference calls with the City and / or project team as needed to discuss the signal design plans at the design levels outlined in Task 2.4.

### **SERVICES NOT COVERED – TRAFFIC SIGNAL WARRANT STUDY / TRAFFIC SIGNAL DESIGN**

The services stipulated below are specifically excluded from the scope of this contract. In the event additional services are required, an addendum to this contract

will be required before work can proceed. Additional services include but are not limited to the following:

1. Collect any survey data for the projects (all necessary survey data shall be provided by the City and / or project team, as described in Task 2.3).
2. Conduct any traffic counts for the project other than those specifically identified in Phase 1.
3. Conduct any operational / level-of-service analyses of site driveways, street intersections or other roadways in the study area.
4. Attend any City meetings above staff level, such as Planning and Zoning Commission or City Council meetings.

### **13. ENVIRONMENTAL SERVICES**

Federal Permitting (Section 404 of Clean Water Act)

- A. Jurisdictional Determination: Halff will perform a field delineation to identify the limits of waters of the United States, including wetlands. A brief summary report will be prepared describing the methodology and results of the investigation, so that the report may satisfy the jurisdictional determination requirement for permit requirements pursuant to Section 404 of the Clean Water Act (Section 404).
- B. Nationwide Permit Pre-Construction Notification: It is anticipated the proposed activity may be authorized by Nationwide Permit 14 – *Linear Transportation Projects*, which requires a PCN. Halff will prepare and submit a pre-construction notification (PCN) to the USACE. The contents of a PCN include:
  - (1) Name, address and telephone numbers of the prospective permittee;
  - (2) Location of the proposed project;
  - (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure;
  - (4) Delineation of waters of the United States (**see Jurisdictional Determination**);
  - (5) Compensatory mitigation plan, if needed;
  - (6) Threatened and endangered species assessment; and
  - (7) Cultural resources assessment.

### **14. ILLUMINATION STUDY**

- A. Halff Associates, Inc. is pleased to submit this proposal for Electrical Engineering to design the illumination for approximately 8,600 feet of proposed public roadway. The lighting design shall meet the City of Denton / DME's Design criteria for street light design. Halff shall design the layout of the poles, design the conduit layout and conductor requirements to the DME transformer/service connection location for DME to make final connections at

the service point and provide the equipment for the DME transformer/service connection.

- B. Halff will coordinate with City staff and DME related to service location(s) and the selection of an appropriate luminaire and pole.
- C. A point-by-point photometric analysis will be performed to illustrate the design meets the required foot-candle levels.
- D. Voltage drop calculations will be performed to ensure circuit design meets the maximum voltage drop allowed.

**Construction Document Phase:**

- Lighting Site plan
- Lighting Schedules
- Electrical Details (as needed).
- Coordination with the City, Utility, and Halff Design Team.
- Provision of two (2) deliverables.

**Construction Phase Services:**

- Responses to RFI's.
- Review of submittals and shop drawings.
- We are excluding site visits.

## **15. EXCLUSIONS**

Other additional services, not included in this contract, will be negotiated with the City as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as described below. Items that are considered additional services include:

- Attendance or preparation for Public Meeting(s)
- Attendance or preparation for City Council Meetings
- Full Tree preservation/mitigation plan
- Landscape architecture and irrigation design
- Revisions to plans requested by the City after plans are approved
- Permit fees, filing fees, pro-rated fees, impact fees and taxes
- Property acquisition or negotiations other than stipulated in the "5. Right-of-Way Services" section.
- Design of sanitary sewer, gas, telephone, or other utility improvements except as noted herein
- Graphic products except as noted herein
- Design of utilities or other improvements outside of the project boundary or roadway rights of way (not in scope)
- SWPPP preparation
- Environmental assessments
- Construction staking
- FEMA CLOMR and/or LOMR submittal

- Hydrologic and Hydraulic analysis other than stipulated in the 8. Drainage Study section.
- Advanced, 2D hydraulic analysis
- Sediment transport analysis
- Scour Analysis
- Drainage Study design drawings, plans, or specifications
- Preparation of an Individual Permit
- Preparation of a Pedestrian Survey for Cultural Resources
- Design for additional power connection or circuiting to other devices not mentioned above.
- Design for receptacles located at the base of the electrical lighting pole.

## **16. SCHEDULE**

The Scope of Services for this PROJECT is based on the following schedule:

- A. Completion of design surveys, SUE level "B", and geotechnical investigation: 60 calendar days from date of written authorization to begin work.
- B. Completion/furnishing 30% conceptual schematic, preliminary drainage study, bid quantities, and construction cost estimate: 90 calendar days from date of written authorization to begin.
- C. Completion/furnishing 60% preliminary plans, final drainage study, bid quantities, and construction cost estimate: 165 calendar days from date of written authorization to begin, excluding City review time.
- D. Completion/furnishing 90% final plans, specifications, bid quantities, and construction cost estimate: 225 calendar days from date of written authorization to begin, excluding City review time.
- E. Completion/furnishing 100% final plans, specifications, bid quantities, and construction cost estimate: 255 calendar days from date of written authorization to begin, excluding City review time.
- F. Bidding services: 60 calendar days from city's approval of final plans.
- G. Construction services: In accordance with construction schedule (estimated to be 540 calendar days total)
- H. Closure: 60 calendar days from the date of construction completion.

**EXHIBIT B**

**COMPENSATION**

**FOR**

**WESTGATE DRIVE RECONSTRUCTION**

Exhibit "B" defines the basis of compensation to the Professional for the services rendered.

**Basic Fee Services (Project Management and Construction Plans)** – The basic fee for the services as described in Exhibit "A" as Project Management and Construction Plans will be **\$558,900** which includes printing, direct costs and computer charges normally associated with production of these services.

The basis of compensation for Basic Fee services shall be as follows:

1. \$97,000 for Conceptual Design Phase (30% submittal)
2. \$200,000 for Preliminary Design Phase (60% submittal)
3. \$200,000 for Pre-Final Design Phase (90% submittal)
4. \$61,900 for Final Design Phase (100% submittal)

Items (1) through (4) will be billed lump sum monthly based on actual completion of the tasks and may include partial payments of the total amounts designated for each item.

**Special Services** – The maximum not-to-exceed fee for special services as described in Attachment "A" will be **\$585,380**, which includes printing, direct costs and computer charges normally associated with production of these services. The basis of compensation for special services shall be lump sum unless noted otherwise. The table below summarizes special services fees.

<b>TASK DESCRIPTION</b>	<b>FEE</b>
I. Topographic and Boundary Design Surveys	\$52,620
II. Right-of-Way Parcels (\$2,800 per each)	\$56,000
III. Drainage Easements (\$2,500 per each)	\$5,000
IV. Temporary Construction Easements (\$2,500 per each)	\$25,000
V. Right-Of-Way Appraisal, Acquisition, and Title/Closing Services (\$10,500 per each)	\$210,000
VI. Geotechnical Engineering	\$23,550

VII.	Subsurface Utility Engineering Level B, C, & D	\$29,670
VIII.	Subsurface Utility Engineering Level A – Vacuum Excavation (\$2,000 per each)	\$20,000
IX.	Drainage Study	\$47,010
X.	TDLR Plan Review, State Filing and Inspection Fees	\$2,140
XI.	TxDOT Permit Coordination	\$9,000
XII.	Bidding and Construction Engineering	\$35,290
XIII.	Traffic Study	\$23,730
XIV.	Traffic Signal Design	\$30,620
XV.	Environmental Services	\$6,500
XVI.	Illumination Study	\$9,250
<b>TOTAL SPECIAL SERVICES</b>		<b>\$585,380</b>

**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.

The total maximum fee for all services is **\$1,144,280.00**.

Item II. The City will only be billed for the number of right-of-way parcels produced.

Item III. and IV. The City will only be billed for the number of easement parcels produced.

Item V. The City will only be billed for the number of parcels that require acquisition, appraisal and title/closing services.

Item VIII. Subsurface Utility Engineering Level A fee includes a maximum of ten (10) excavations completed times \$2,000 per each. The City will be final billed based on the number of excavations completed with a minimum of two excavations.

Reimbursable costs include printing, deliveries, mileage and other direct costs associated with the project. Subcontract expenses and outside services shall be reimbursed at cost to Consultant plus a markup of ten percent (10%).

CITY OF DENTON  
Westgate Drive Reconstruction

City of Denton Westgate Drive Reconstruction Fee Proposal - August 2022	Labor Category	Project Mgr.	QA/QC Manager	Sr. Water Resources Eng.	Traffic Eng.	Electrical Eng.	Lead Civil Eng.	Civil Eng.	EIT	CADD	GIS	Survey RLS/ Geospatial Manager	Sr. Survey Technician	Survey Crew 2-man	Designating 2-man Crew	SUE Manager	SUE Field Manager	Utility Coordinator	hrs /sheet	All	Total Manhour	All	Total Labor \$	Mileage \$0.50	Deliv./Print Misc.	All	Total Expense \$	All	Total \$	Remarks	
	Team Member	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All												
	Hourly Billing Rate	\$240	\$270	\$225	\$205	\$150	\$160	\$445	\$125	\$100	\$115	\$235	\$130	\$180	\$190	\$145	\$130	\$155													
	Scope	Plan																													
	Ref.	Sheets																													
1.0 PROJECT MANAGEMENT	2																														
1.1 Kickoff Meeting (1)	-	4	4				4														12	\$2,500	\$36	\$2,536							
1.2 Design coordination meeting/plan review (3)	-	12	12				12														36	\$7,500	\$108	\$7,608							
1.3 Monthly reports and billing (36)	-	18																			18	\$4,320		\$4,320							
1.4 Project scheduling	-	1																			6	\$360		\$360							
1.5 Franchise utility coordination	-	16					16														48	\$5,720		\$5,720							
1.6 Quality assurance/quality control	-		24	6																	24	\$5,400		\$5,400							
1.7 Team Coordination	-	2					12														32	\$5,400		\$5,400							
2.0 DESIGN SURVEY	3																														
2.1 Topographic	-											16	24	60							140	\$21,680		\$21,680							
2.2 Boundary	-											20	48	100							188	\$30,940		\$30,940							
3.0 RIGHT-OF-WAY	4																														
3.1 Right-of-way Parcels (20 @ \$2,800)	-																					\$56,000		\$56,000							
3.2 Drainage Easement Parcels (2 @ \$2,500)	-																					\$5,000		\$5,000							
3.2 Temporary Construction Easement Parcels (10 @ \$2,500)	-																					\$25,000		\$25,000							
4.0 RIGHT-OF-WAY SERVICES	5																														
4.1 Appraisal, Acquisition and Title/Closing (20 @ \$10,500)	-																					\$210,000		\$210,000							
5.0 GEOTECHNICAL ENGINEERING	6																														
5.1 Geotech Report and Recommendations	-																					\$23,550		\$23,550							
6.0 SUBSURFACE UTILITY ENGINEERING	7																														
6.1 Level B	-	5	3							30			2	20	80	10	20	10			180	\$29,670		\$29,670							
6.2 Level A Test Holes (10 each @ \$2,000)	-																					\$20,000		\$20,000							
7.0 DRAINAGE STUDY	8																														
7.1 Project Management	-			12					20												32	\$5,200		\$5,200							
7.2 Data Collection and Terrain Development	-			4					12	8	8										32	\$4,120		\$4,120							
7.3 Hydrologic Analysis	-				1			1	6												8	\$1,120		\$1,120							
7.4 Hydraulic Analysis	-			8	24			40	90	8	8										178	\$25,330		\$25,330							
7.5 Flood Study Report	-			2	8			20	40												70	\$10,240		\$10,240							
8.0 CONSTRUCTION PLANS	9																														
8.1 Construction Plans	-																														
Cover Sheet	1							1	1	2	2										6	\$765		\$765							
Sheet Index and Legend	1							1	1	2	2										6	\$765		\$765							
General Notes	2							2	4	2	4										6.5	\$1,790		\$1,790							
Typical Paving Sections	2							2	8	16	4										15.5	\$1,790		\$1,790							
Project Layout	2							2	8	16	4										31	\$4,120		\$4,120							
Right-of-Way Map Sheets	9							12	48	96	24										20.4	\$24,240		\$24,240							
Demolition Plans	9							8	44	90	20										18.2	\$21,390		\$21,390							
Paving Plan and Profile Sheets	18							28	148	300	64										29.9	\$70,760		\$70,760							
Driveway and Sidewalk Plan and Profile Sheets	6							6	36	72	12										21.3	\$16,880		\$16,880							
Grading Plans	18							24	148	300	48										52.8	\$69,520		\$69,520							
Drainage Area Map and Computations	9							6	36	72	18										34.9	\$17,480		\$17,480							
Storm Drain Plan and Profile Sheets	16							20	128	256	48										48	\$59,520		\$59,520							
Storm Drain Laterals Sheets	4							4	24	48	8										19.3	\$17,160		\$17,160							
Water Line Plan and Profile Sheets	6							12	48	96	16										25.3	\$20,280		\$20,280							
Erosion Control Plans	5							4	32	64	12										19.4	\$12,720		\$12,720							
Pavement Markings and Signage Plans	5							4	32	64	12										19.4	\$12,720		\$12,720							
Traffic Control and Sequencing Plans	22							24	66	132	44										97	\$12,720		\$12,720							
								4													270	\$35,270		\$35,270							



**CITY OF DENTON**  
**Westgate Drive Reconstruction**

City of Denton		Labor Category		Project Mgr.		O&C Manager		Sr. Water Resources Eng.		Traffic Eng.		Electrical Eng.		Lead Civil Eng.		Civil Eng.		EIT		CADD		GIS		Survey RPLS/ Geospatial Manager		Sr. Survey Technician		Survey Crew 2-Man		Designating 2-man Crew		SUE Manager		SUE Field Manager		Utility Coordinator		hrs /sheet		All		Total Member		All		Total Labor \$		Mileage \$0.60		Daily/Print Misc.		All		Total Expense \$		All		Total \$		Remarks																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
Westgate Drive Reconstruction		Team Member		Hourly Billing Rate																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				</	

**CONFLICT OF INTEREST QUESTIONNAIRE -****FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

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

Halff Associates, Inc.

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

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

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

None.

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

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

None.

**4 ☒ I have no Conflict of Interest to disclose.****5 DocuSigned by:***Benjamin L. McGahey*

10/28/2022

Signature of Vendor doing business with the governmental entity

Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

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

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

### **City of Denton Ethics Code Ordinance Number 18-757**

**Definitions:**

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

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

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

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

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

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

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

**Certificate Of Completion**

Envelope Id: 62A3EA5742B14BF899309C88902B15F2

Status: Completed

Subject: Please DocuSign: City Council Contract 7599-011 Westgate Drive Reconstruction Design PSA

Source Envelope:

Document Pages: 49

Signatures: 6

Envelope Originator:

Certificate Pages: 7

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Envelope Stamping: Enabled

Denton, TX 76209

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

cori.power@cityofdenton.com

IP Address: 198.49.140.104

**Record Tracking**

Status: Original

Holder: Cori Power

Location: DocuSign

10/24/2022 9:51:57 AM

cori.power@cityofdenton.com

**Signer Events****Signature****Timestamp**

Cori Power

**Completed**

Sent: 10/26/2022 12:53:39 PM

cori.power@cityofdenton.com

Viewed: 10/26/2022 12:53:48 PM

Senior Buyer

Signed: 10/26/2022 12:54:41 PM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lori Hewell



Sent: 10/26/2022 12:54:45 PM

lori.hewell@cityofdenton.com

Viewed: 10/26/2022 1:57:04 PM

Purchasing Manager

Signed: 10/26/2022 1:58:45 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 198.49.140.10

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

Marcella Lunn



Sent: 10/26/2022 1:58:48 PM

marcella.lunn@cityofdenton.com

Viewed: 10/27/2022 10:14:09 PM

Deputy City Attorney

Signed: 10/27/2022 10:18:29 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 198.49.140.104

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

Cori Power

**Completed**

Sent: 10/28/2022 10:13:00 AM

cori.power@cityofdenton.com

Viewed: 10/28/2022 10:14:35 AM

Senior Buyer

Signed: 10/28/2022 10:14:38 AM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Benjamin L. McGahey bmcgahey@halff.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 10/28/2022 8:29:16 AM ID: 7633a27b-d6dd-4ffa-bd6f-2299a157680e</p>	<p>DocuSigned by:  2B2A715A9AE5417...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 208.66.149.92</p>	<p>Sent: 10/27/2022 10:18:36 PM Resent: 10/28/2022 10:25:40 AM Viewed: 10/28/2022 10:36:07 AM Signed: 10/28/2022 10:46:52 AM</p>
<p>Cori Power cori.power@cityofdenton.com Senior Buyer 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: 198.49.140.10</p>	<p>Sent: 10/28/2022 10:46:56 AM Viewed: 10/28/2022 10:55:02 AM Signed: 10/28/2022 10:55:23 AM</p>
<p>Rebecca Diviney Rebecca.Diviney@cityofdenton.com Director of Capital Projects/City Engineer Capital Projects/Engineering Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 10/28/2022 11:32:20 AM ID: ec3e40cd-c0a1-47e4-b6d3-b5079bf23794</p>	<p>DocuSigned by:  CE9F2B4E4B6745F...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 10/28/2022 10:46:56 AM Viewed: 10/28/2022 11:32:20 AM Signed: 10/28/2022 11:32:43 AM</p>
<p>Cheyenne Defee cheyenney.defee@cityofdenton.com Procurement Administration Supervisor 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: 198.49.140.10</p>	<p>Sent: 10/28/2022 11:32:51 AM Viewed: 11/16/2022 9:23:16 AM Signed: 11/16/2022 9:23:36 AM</p>
<p>Sara Hensley sara.hensley@cityofdenton.com City Manager 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:  5236DB296270423...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 107.77.198.132 Signed using mobile</p>	<p>Sent: 11/16/2022 9:23:41 AM Viewed: 11/16/2022 9:30:04 AM Signed: 11/16/2022 9:30:16 AM</p>
<p>Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/16/2022 4:35:26 PM ID: 55b3fe2e-8304-4727-9b12-ddf609c902d0</p>	<p>DocuSigned by:  1C5CA8C5E175493...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 11/16/2022 9:30:21 AM Viewed: 11/16/2022 4:35:26 PM Signed: 11/16/2022 4:35:46 PM</p>
In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 10/26/2022 12:54:45 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 10/28/2022 11:32:48 AM Viewed: 10/28/2022 11:38:42 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/16/2022 4:35:52 PM Viewed: 11/17/2022 9:58:53 AM
Jesus Perez Jesus.Perez@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 9/16/2022 8:31:39 AM ID: 3402c001-979e-481a-ac9e-9fa361dce7cf	COPIED	Sent: 11/16/2022 4:35:56 PM Viewed: 11/17/2022 9:41:07 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/16/2022 4:35:59 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/26/2022 12:53:39 PM
Certified Delivered	Security Checked	11/16/2022 4:35:26 PM
Signing Complete	Security Checked	11/16/2022 4:35:46 PM
Completed	Security Checked	11/16/2022 4:35:59 PM

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, US 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.

ORDINANCE NO. 24-539

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND HALFF ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY THE CITY COUNCIL ON NOVEMBER 15, 2022, IN THE NOT-TO-EXCEED AMOUNT OF \$1,144,280.00; SAID FIRST AMENDMENT TO PROVIDE ADDITIONAL ENGINEERING AND DESIGN SERVICES FOR A CONDITIONAL LETTER OF MAP REVISION AND A LETTER OF MAP REVISION IN RELATION TO THE WESTGATE DRIVE RECONSTRUCTION PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7599-011 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$62,000.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,206,280.00).

WHEREAS, on November 15, 2022, City Council awarded a contract to Halff Associates, Inc. in the amount of \$1,144,280.00, for the design of the Westgate Drive Reconstruction Project for the Capital Improvements Department; and

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

WHEREAS, the additional fees under the proposed First Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees 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 First Amendment, increasing the amount of the contract between the City and Halff Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of Sixty-Two Thousand and 0/100 (\$62,000.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$1,206,280.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Brian Beck and seconded by Vicki Byrd. This ordinance was passed and approved by the following vote [6 - 0]:

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

PASSED AND APPROVED this the 19<sup>th</sup> day of March, 2024.

  
 GERARD HUDSPETH, MAYOR

ATTEST:  
 JESUS SALAZAR, CITY SECRETARY

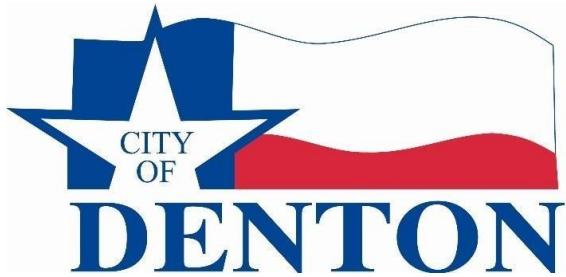
BY: 

APPROVED AS TO LEGAL FORM:  
 MACK REINWAND, CITY ATTORNEY



BY: 

Digitally signed by Marcella Lunn  
 DN: dc=com, dc=cityofdenton,  
 dc=codad, ou=Department Users  
 and Groups, ou=General  
 Government, ou=Legal,  
 cn=Marcella Lunn,  
 email=Marcella.Lunn@cityofdent  
 on.com  
 Date: 2024.02.23 14:29:52 -06'00'



Docusign City Council Transmittal Coversheet

PSA	7599-011
File Name	Westgate Dr. Reconstruction Design Amendment 1
Purchasing Contact	Erica Garcia
City Council Target Date	MARCH 19, 2024
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	24-539

**FIRST AMENDMENT TO CONTRACT  
BY AND BETWEEN THE CITY OF DENTON, TEXAS  
AND HALFF ASSOCIATES, INC.  
PSA 7599-011**

THE STATE OF TEXAS                   §

COUNTY OF DENTON                   §

THIS FIRST AMENDMENT TO CONTRACT 7599-011 (“Amendment”) by and between the City of Denton, Texas (“City”) and Halff Associates, Inc. (“Engineer”); to that certain contract executed on November 15, 2022, in the original not-to-exceed amount of \$1,144,280 (the “Agreement”); for services related to Westgate Drive Reconstruction Project.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount of \$62,000 with this Amendment for an aggregate not-to-exceed amount of \$1,206,280; and

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

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

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the Westgate Drive Reconstruction Project, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$62,000.
2. This Amendment modifies the Agreement amount to provide an additional \$62,000 for the additional services with a revised aggregate not to exceed total of \$1,206,280.

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

IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 03/19/2024.

BY:  
CITY OF DENTON, TEXAS

DocuSigned by:  
Sara Hensley  
5296DD296278429...  
Sara Hensley, City Manager

BY:  
ENGINEER  
HALFF ASSOCIATES, INC.

DocuSigned by:  
Benjamin McGahey  
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Benjamin McGahey

Date: 02/22/2024

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

DocuSigned by:  
David Chan, PMP  
7B46EEAB11BC4F2...  
Signature

Director of Capital Projects

Title

Capital projects

Department

Date Signed: 02/22/2024

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

DocuSigned by:  
By: Marcella Lunn  
49070924B4AA429...

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

DocuSigned by:  
By: Jesus Salazar  
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**EXHIBIT A**  
**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT**

**ADDITIONAL SERVICES**

**FEMA CLOMR and LOMR Amendment to  
Westgate Drive Reconstruction Project  
FILE 7599-011**

As per the meeting had on October 24, 2023, with City of Denton staff, this amendment is to add FEMA Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) services to the original contract File 7599-011, which was executed on November 15, 2022. The scope for the CLOMR and LOMR is stated below:

**I. FEMA Conditional Letter of Map Revision (CLOMR)**

The Engineer shall develop a FEMA CLOMR based on the results of the Westgate Drive Floodplain Analysis. The approved 90% design plans will be the basis of the CLOMR. Any deviations in design or construction from that study will require additional services and fees. The following task will be performed to support a CLOMR application submittal to FEMA:

**1. Hydraulic Modeling for Proposed Conditions**

The floodplain analysis for proposed conditions FEMA model shall be used for the CLOMR submittal; therefore, no additional proposed conditions hydraulic modeling will be required.

- Utilize hydraulic modeling, utilizing FEMA effective discharges, for the floodplain analysis to compute revised existing and proposed water surface elevations. Compare results to effective conditions.
- Delineate 100-year, 500-year and regulatory floodway boundaries.
- Conduct a Quality Assessment/Quality Control review of the hydraulic models.

**2. Forms and Exhibits**

- Complete the following forms, and include attachments and exhibits as required by FEMA:
  - Form 1- Overview and Concurrence Form
  - Form 2 - Riverine Hydraulics and Hydrology Form
  - Form 3 - Riverine Structures Form.
  - Payment Information Form



- Compile comparison tables, including but not limited to, a 1-percent-annual-chance flood elevation (100-year) comparison table and floodway comparison table.
- Prepare FEMA required workmap showing existing and proposed topography, proposed site plan, existing and proposed floodplains, and floodway.
- Prepare a scaled revised DFIRM exhibit and annotate.

### 3. Compliance with the Endangered Species Act (ESA)

- Perform a desktop review of listed species and limited field work to confirm that no endangered species will be harmed.
- Apply for an Incidental Take Permit (ITP) from the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS) if necessary.
- Obtain a letter from the NMFS and the USFWS indicating their determination that the project is "not likely to adversely affect" any endangered species.

### 4. CLOMR Application Report

- Update the floodplains analysis report to a CLOMR Report to be submitted to the City of Denton and FEMA.
- Submit and present the report to the City of Denton for review, approval, and signatures. This scope of work includes one (1) meeting with the City of Denton for the purpose of review and signature of the CLOMR report.
- Prepare newspaper publication floodway notice if needed.
- Prepare documentation and notification letters to affected property owners.
- Digital CLOMR submittal to FEMA LOMC Depot via online submittal.
- Online FEMA fee for CLOMR review is \$6,500 (subject to change) as of November 2023 and is to be paid by CLIENT. The fee in this proposal does not include the submittal fee for the CLOMR application.
- Coordination with City of Denton during review.
- Coordination with FEMA during the review stage, modifications to analysis and report as required by FEMA.

## II. **FEMA Letter of Map Revision (LOMR)**

The Engineer shall develop a FEMA LOMR based on the above developed CLOMR.

Any deviations in design or construction from that study will require additional services and fees.

## 1. Hydraulic Modeling for As-Built Conditions

- Refine the FEMA accepted CLOMR model based on as-built conditions. As-built/Record Drawings from the Design team will be used.
- Modify proposed conditions Pecan Creek above SCS Reservoir #16 model established during CLOMR phase to reflect as-built conditions.
- Perform a Quality Assurance/Quality Control review of the as-built model. Execute and debug.
- Compare water surface elevations from as-built conditions to FEMA effective conditions.
- If any discrepancies result from the model review, adjust modeling as necessary based upon existing topography and record drawings to adhere to City of Denton and FEMA standards as necessary.
- Perform floodway analysis.
- Delineate 100- and 500-year floodplain and generate regulatory floodway boundaries.

## 2. Forms and Exhibits

- Prepare exhibits and prepare forms for a report to FEMA pertaining to existing land use conditions.
- Complete the following forms, and include attachments and exhibits as required by FEMA:
  - Form 1- Overview and Concurrence Form
  - Form 2 - Riverine Hydraulics and Hydrology Form
  - Form 3 - Riverine Structures Form.
  - Payment Information Form
- Compile comparison tables, including but not limited to, a 1-percent-annual-chance flood elevation (100-year) comparison table and floodway comparison table.
- Prepare FEMA required workmap showing existing and proposed topography, proposed site plan, existing and proposed floodplains, and floodway.
- Prepare a scaled revised DFIRM exhibit and annotate.

- Prepare documentation and notification letters to affected property owners (if needed).
- Prepare newspaper publication floodway notice if needed.

### 3. LOMR Application Report

- Prepare LOMR Report to be submitted to the City of Denton.
- Submit and present the report to the City of Denton for review, approval, and signatures. This scope of work includes one (1) meeting with the City of Denton for the purpose of review and signature of the LOMR report.
- Digital LOMR submittal to FEMA LOMC Depot via online submittal.
- Online FEMA fee for LOMR review is \$8,000 (subject to change) as of November 2023 and is to be paid by CLIENT. The fee in this proposal does not include the submittal fee for the CLOMR application.
- Coordination with City of Denton during FEMA review.
- Coordination with FEMA during the review stage, including modifications to analysis and report as required by FEMA.

### III. Schedule

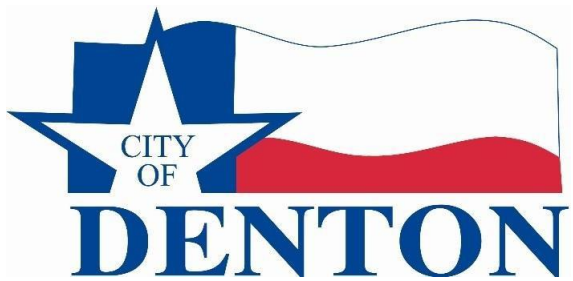
1. Completion of FEMA Conditional Letter of Map Revision (CLOMR): 120 calendar days from date of written authorization to begin work.
2. Completion of FEMA Letter of Map Revision (LOMR): 120 calendar days from date of receipt of Contractor Redlines/As-Built Drawings upon completion of construction.

### IV. AMENDMENT NO. 1 FEE SUMMARY

FEMA Conditional Letter of Map Revision	\$42,000
FEMA Letter of Map Revision	\$20,000
<b>Total Contract Amendment No. 1</b>	<b>\$62,000</b>

### SUMMARY OF THE AMMENDED CONTRACT

Original Contract	\$1,144,280
Amendment No. 1	\$62,000
Amended Contract Amount	\$1,206,280



Docusign Transmittal Coversheet

File Name	7599-011 - westgate Drive Reconstruction Amendment 2
Purchasing Contact	Cori Power
Contract Expiration	N/A

## AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY AND HALFF ASSOCIATES, INC.

### Phase Reallocation Amendment to Westgate Drive Reconstruction Project FILE 7599-011

This is Amendment number 02 dated May 22, 2024 to the agreement between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer") dated November 15, 2022 ("the Agreement") concerning the Westgate Drive Reconstruction Project ("the Project").

Our additional services understanding, schedule and fee summary are presented below.

#### **I. ADDITIONAL SERVICES UNDERSTANDING**

As per correspondence between City staff and the Engineer between April 4, 2024 and May 3, 2024, the Engineer is proposing to reallocate unused funds from the XIV. Traffic Signal Design Task under Special Services to supplement the Final Design Phase, Task XV. Environmental Services, and Task XVI. Illumination Study as detailed in the Fee Summary below. The scope for the Traffic Signal Design task shall be removed from the original contract. This amendment is a net zero change to the current contract amount.

#### **II. SCHEDULE**

The original design deliverable schedule shall not be changed under this amendment.

#### **III. AMENDMENT NO. 2 FEE SUMMARY**

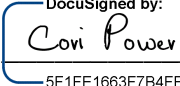
XIV. Traffic Signal Design	(\$30,620)
XV. Environmental Services	\$3,500
XVI. Illumination Study	\$6,120
Final Design Phase (100% Submittal)	\$21,000
<b>Total Contract Amendment No. 2</b>	<b>\$0.00</b>

#### **SUMMARY OF THE AMENDED CONTRACT**

Original Contract	\$1,144,280
Amendment No. 1	\$62,000
Amendment No. 2	\$0
<b>Amended Contract Amount</b>	<b>\$1,206,280</b>

CITY:

CITY OF DENTON, TEXAS

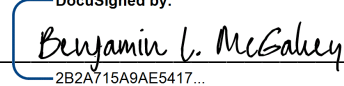
By:   
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Title: Purchasing Supervisor

Date: 6/5/2024

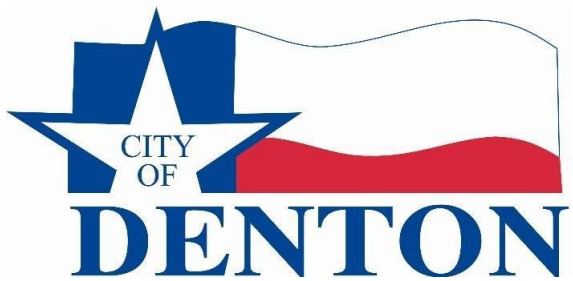
ENGINEER:

HALFF ASSOCIATES, INC.

By:   
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Title: Vice President

Date: 6/5/2024



DocuSign Transmittal Coversheet

File Name	7599-011 Westgate Dr Design WA Amendment 3
Purchasing Contact	Cori Power

**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY AND HALFF ASSOCIATES, INC.**

**Westgate Drive East-West Construction Plans Repackage  
Westgate Drive Reconstruction Project  
FILE 7599-011**

This is Amendment number 03 dated 1/6/2025 to the agreement between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer") dated November 15, 2022 ("the Agreement") concerning the Westgate Drive Reconstruction Project ("the Project").

Our description of additional services understanding, assumptions, schedule and fee summary are presented below.

**I. DESCRIPTION OF ADDITIONAL SERVICES UNDERSTANDING**

As per correspondence between City staff and the Engineer between November 13, 2024 and November 26, 2024, the Engineer is proposing to reallocate funds from the XII. Bidding and Construction Engineering Task under Special Services to supplement a new XVII. Westgate Drive East-West Plans Repackage Task as detailed in the Fee Summary below. At the request of City staff and the City Manager's Office, it is desired for the Westgate Drive East-West section of the improvements to be constructed first, as a separate construction project, and Windsor Drive and Westgate Drive North-South shall be constructed at a later date. This amendment is a net zero change to the current contract amount.

**II. ASSUMPTIONS**

- A. Project limits of the Westgate Drive East-West repackaging shall be from the existing Westgate Drive eastern pavement stubout (Westgate Dr (E&W) STA 12+74.44 in plans) to the western curb return of Kingsview Drive in Bronco Way (Westgate Dr (E&W) STA 25+57.17 in plans) approximately 1,285 LF. Project limits shall also include a portion of Westgate Drive North-South from the existing Westgate Drive East-West and North-South intersection south to approximately 200 linear feet south of the southern curb return of Barrow Drive in Westgate Drive North-South, approximately 670 LF.
- B. Consultant's services shall only include those that are normal and customary and are not represented as special services or those requiring expertise greater than that provided by other providers.
- C. Services not identified, whether specifically noted or implied, in this proposal are considered additional services and may require a modification to the scope and an increase in the budget.



- D. The following items are assumed to be additional services beyond the original contract and prepared as part of the Westgate Drive East-West Repackage Submittal:
  - i. Westgate Drive East-West 100% Final Plans
  - ii. Westgate Drive East-West Project Manual, including bidding and contract documents, bid quantities and proposal, and specifications.
  - iii. Westgate Drive East-West Final OPCC (repackaged to include northern-most portion of Westgate Drive North-South)
- E. Separate applications and permitting fees for Texas Department of Licensing and Regulation (TDLR) for code review of sidewalks and ramps (pedestrian facilities). TDLR will require a separate submittal since it will be a stand-alone construction project. TDLR review and inspection fees are included in this fee reallocation summary.
- F. Conduct one (1) City review meeting with City staff after submittal of the 100% Westgate Drive East-West repackaged and address all comments provided prior to or during said meeting.
- G. For this amendment, the task for Bidding and Construction Engineering will be reduced from \$35,290 to \$0. It is assumed that additional funds will be needed for the Bidding and Construction Engineering task in the future, not only for the Westgate Drive East-West construction phase, but also for the Windsor Drive and Westgate Drive North-South construction phase. Halff will intend to prepare a separate amendment for City review and processing, as per discussion during the November 26, 2024 Team meeting between Halff and City staff.

III. **SCHEDULE**

Completion/furnishing of repackaged Westgate Drive East-West 100% final plans, specifications, bid quantities and construction cost estimate: 60 calendar days from date of written authorization to begin.

IV. **AMENDMENT NO. 3 FEE SUMMARY**

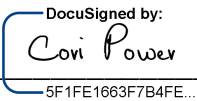
XII. Bidding and Construction Engineering	(\$35,290)
XVII. <u>Westgate Drive East-West Plans Repackage</u>	<u>\$35,290</u>
<b>Total Contract Amendment No. 3</b>	<b>\$0.00</b>

**SUMMARY OF THE AMENDED CONTRACT**

Original Contract	\$1,144,280
Amendment No. 1	\$62,000
Amendment No. 2	\$0
<u>Amendment No. 3</u>	<u>\$0</u>
Amended Contract Amount	\$1,206,280

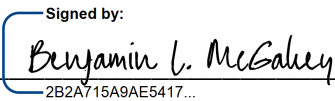
CITY:  
  
CITY OF DENTON, TEXAS

ENGINEER:  
  
HALFF ASSOCIATES, INC.

By:   
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Title: Purchasing Supervisor

Date: 1/6/2025

Signed by:  
By:   
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Title: Vice President

Date: 1/6/2025

