

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
CONTRACT 6478**

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT (the "Agreement") is made and entered into on _____, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and Kimley-Horn and Associates, Inc., with its corporate office at 421 Fayetteville Street, Raleigh, North Carolina, 27601, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

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

**ARTICLE I
CONSULTANT AS INDEPENDENT CONTRACTOR**

The OWNER has selected CONSULTANT on the basis of demonstrated competence and qualifications to perform the services herein described for a fair and reasonable price pursuant to Chapter 2254 of the Texas Government Code. The OWNER hereby contracts with the CONSULTANT as an independent contractor and not as an employee, and as such, the OWNER will not assert control over the day-to-day operations of the CONSULTANT. The CONSULTANT is customarily engaged to provide services as described herein independently and on a nonexclusive basis in the course of its business. This Agreement does not in any way constitute a joint venture between OWNER and CONSULTANT. The CONSULTANT hereby agrees to perform the services described herein based on the skills required for the scope of work in connection with the Project as stated in the sections to follow, with diligence and in accordance with the professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, a licensed Texas engineer, as an independent contractor. The CONSULTANT hereby agrees to perform the services in conjunction with the following projects as described in **Exhibit A**, which is attached hereto and incorporated herein (the "Project").

Allred and John Payne Road Transmission Line

ARTICLE II

SCOPE OF BASIC SERVICES

The CONSULTANT shall perform the following services in a professional manner:

- A. The CONSULTANT shall perform all those services as necessary and as described in the OWNER's Contract 6478 – Engineering Services for Allred and John Payne Road Transmission Line, which is attached hereto and made a part hereof as **Exhibit A and Exhibit B** as if written word for word herein.
- B. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as **Exhibit A and Exhibit B** as if written word for word herein.
- C. CONSULTANT shall perform all those services set forth in individual task orders, as described in **Exhibit A and Exhibit B** which shall be attached to this Agreement and made a part hereof.
- D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE III

ADDITIONAL SERVICES

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, examples of which are described in **Exhibit B**.

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- B. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- C. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- D. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- E. Visits to the site in excess of the number of trips included in **Exhibit B and Exhibit C**.
- F. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE IV **TIME OF COMPLETION**

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT will provide services from the date of execution and shall automatically expire upon completion of the work or receipt of the materials, and acceptance by the City of Denton.

ARTICLE V **COMPENSATION**

A. COMPENSATION TERMS:

1. "Subcontract Expense" is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services related to this agreement.
2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in Exhibit C which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed \$504,500.

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the OWNER. The CONSULTANT shall not proceed to perform the services listed in Article III "Additional Services," without obtaining prior written authorization from the OWNER.

C. ADDITIONAL SERVICES: For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in Exhibit C. Payments for additional services shall be due and payable upon submission by the CONSULTANT and approval by the City staff, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.

- D. **PAYMENT:** If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be paid interest in accordance with the Texas Government Code 2251.025. Additionally, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the OWNER to pay the late charge if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation," there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the form as described in this Agreement. The OWNER will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.
- E. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

ARTICLE VI

OBSERVATION AND REVIEW OF THE WORK

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE VII

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the OWNER upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

ARTICLE VIII
INDEMNITY AGREEMENT

THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY THE OWNER, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE SECTION 271.904.

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

ARTICLE IX
INSURANCE

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

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.
- C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. The CONSULTANT shall furnish insurance certificates or insurance policies at the OWNER's request to evidence such coverages. The General Liability and Auto Liability insurance policies shall name the OWNER as an additional insured. CONSULTANT shall endeavor to provide OWNER with any cancellation or modification to its insurance policies.

ARTICLE X
ALTERNATIVE DISPUTE RESOLUTION

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

ARTICLE XI
TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than fifteen (15) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.
- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE XII
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

ARTICLE XIII
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

To CONSULTANT:

Kimley-Horn and Associates, Inc.
Glenn A. Gary, P.E.
801 Cherry Street Unit 11, Suite 950
Fort Worth, Texas 76102

To OWNER:

City of Denton
Purchasing Manager –Contract 6478
901B Texas Street
Denton, Texas 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE XIV
ENTIRE AGREEMENT

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XV
SEVERABILITY

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

ARTICLE XVI
COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as those laws may now read or hereinafter be amended.

ARTICLE XVII
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

ARTICLE XVIII
PERSONNEL

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XIX
ASSIGNABILITY

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

ARTICLE XX
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXI
MISCELLANEOUS

- A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – Contract 6478:

Allred and John Payne Road Transmission Line

Exhibit B – Consultant's Scope of Services Offer

Exhibit C – Consultant's Compensation Rate Sheet, Attachment CO

- B. The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONSULTANT shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within

10 business days of written request. Further, the CONSULTANT shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONSULTANT which must be payable within five business days of receipt of an invoice. Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

- C. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Denton County or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Eastern District of Texas-Sherman Division.
- D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be John Atkins P.E.. However, nothing herein shall limit CONSULTANT from using other equally qualified and competent members of its firm to perform the services required herein.
- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.
- F. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT'S disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- G. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

ARTICLE XXII
CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

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

The contractor shall:

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

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

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date_____.

CITY OF DENTON, TEXAS

TODD HILEMAN, CITY MANAGER

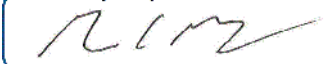
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, INTERIM CITY ATTORNEY

BY: _____

KIMLEY-HORN AND ASSOCIATES, INC.
"CONSULTANT"

DocuSigned by:


EDB15720A1C8421...
BY: Glen A. Gary, P.E.
ITS: Sr. Vice President

2017-214982
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

ARTICLE 1. ARCHITECT OR ENGINEER'S RESPONSIBILITIES

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

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

ARTICLE 2 SCOPE OF BASIC SERVICES

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

2.2 SCHEMATIC DESIGN PHASE

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

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

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

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

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

2.3 DESIGN DEVELOPMENT PHASE

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

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

2.4 CONSTRUCTION DOCUMENTS PHASE

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

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

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

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

2.5 CONSTRUCTION CONTRACT PROCUREMENT

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

2.5.2 The Owner agrees that the Design Professional has no control over bids received from Contractors. In the event that bids exceed the budget, the opinion of probable construction cost, and the Owner dictates that the project shall be modified and rebid, those services are not included in this contract and shall be considered Extra Services.

2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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

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

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

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

2.6.5 The Design Professional shall observe the construction site at least one time a week, while construction is in progress, and as reasonably necessary while construction is not in progress, to become familiar with the progress and quality of the work completed and to determine if the work is being performed in a manner indicating that the work when completed will be in accordance with the Contract Documents. Design Professional shall provide Owner a written report subsequent to each on-site visit. On the basis of on-site observations the Design Professional shall keep the Owner informed of the progress and quality of the work, and shall exercise the Degree of Care and diligence in discovering and promptly reporting to the Owner any observable defects or deficiencies in the work of Contractor or any subcontractors. The Design Professional represents that he will follow Degree of Care in performing all Services under the Agreement. The Design Professional shall promptly correct any defective designs or specifications furnished by the Design Professional at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of the Design Professional's Services hereunder or of the Project itself shall in no way alter the Design Professional's obligations or the Owner's rights hereunder.

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

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

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

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

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

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

2.6.12 The Design Professional shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of (1) determining compliance with applicable laws, statutes, ordinances and codes; and (2) determining whether or not the work, when completed, will be in compliance with the requirements of the Contract Documents. The Design Professional shall act with such reasonable promptness to cause no delay in the work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Design Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Professional, of construction means, methods, techniques, sequences or procedures. The Design Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Design Professional shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

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

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

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

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

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

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

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

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

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

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

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

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

3.3 CONTINGENT ADDITIONAL SERVICES

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

1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or

2. due to changes required as a result of the Owner's failure to render decision in a timely manner.

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

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

3.3.4 Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

3.3.5 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.6 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the work.

3.3.7 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Design Professional is party thereto.

3.3.8 Providing services in addition to those required by Article 2 for preparing documents for alternate, separate or sequential bids or providing services in connection with bidding or construction prior to the completion of the Construction Documents Phase.

3.3.9 Notwithstanding anything contained in the Agreement, Proposal or these General Conditions to the contrary, all services described in this Article 3 that are caused or necessitated in whole or in part due to the negligent act or omission of the Design Professional shall be performed by the Design Professional as a part of the Basic Services under the Agreement with no additional compensation above and beyond the compensation due the Design Professional for the Basic Services. The intervening or concurrent negligence of the Owner shall not limit the Design Professional's obligations under this Subsection 3.3.9.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing financial feasibility or other special studies.

3.4.2 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.3 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.4 Providing services relative to future facilities, systems and equipment.

3.4.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.6 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.7 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.8 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.9 Providing analyses of operating and maintenance costs.

3.4.10 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.12 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

3.4.13 Providing interior design and similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services other than as provided in Section 2.6.4, after issuance to the Owner of the final Certificate for Payment and expiration of the Warranty period of the Contract for Construction.

3.4.15 Providing services of consultants for other than architectural, civil, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.16 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

3.4.17 Preparing a set of reproducible record drawings in addition to those required by Subsection 2.6.19, showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Design Professional.

3.4.18 Notwithstanding anything contained in the Agreement, Proposal or these General Conditions to the contrary, all services described in this Article 3 that are caused or necessitated in whole or in part due to the negligent act or omission of the Design Professional shall be performed by the Design

Professional as a part of the Basic Services under the Agreement with no additional compensation above and beyond the compensation due the Design Professional for the Basic Services. The intervening or concurrent negligence of the Owner shall not limit the Design Professional's obligations under this Subsection 3.4.18.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall consult with the Design Professional regarding requirements for the Project, including (1) the Owner's objectives, (2) schedule and design constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems and site requirements, as more specifically described in Subsection 2.2.1.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Design Professional, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

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

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

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

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

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

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

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

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

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

ARTICLE 5 CONSTRUCTION COST

5.1 CONSTRUCTION COST DEFINED

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

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

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

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the Design Professional represent the Design Professional's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Design Professional nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over

competitive bidding or market conditions. Accordingly, the Design Professional cannot and does not warrant or represent that bids or cost proposals will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Design Professional.

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

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

ARTICLE 6 OWNERSHIP AND USE OF DOCUMENTS

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

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

ARTICLE 7 TERMINATION, SUSPENSION OR ABANDONMENT

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

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

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

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

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

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

ARTICLE 8 PAYMENTS TO THE DESIGN PROFESSIONAL

8.1 DIRECT PERSONNEL EXPENSE

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

8.2 REIMBURSABLE EXPENSES

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

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

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

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

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

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

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

8.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

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

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

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

8.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

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

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

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

ARTICLE 9 INDEMNITY

9.1 The Design Professional shall indemnify and save and hold harmless the Owner and its officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the Owner, and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts or omissions of the Design Professional or its officers, shareholders, agents, or employees in the performance of the Agreement, subject to the limitations in Texas Local Government Code Section 271.904.

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

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

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

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

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

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

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF DENTON

INSURANCE REQUIREMENTS FOR CONTRACTORS

Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. Upon bid award, all insurance requirements shall become contractual obligations, which the successful bidder shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

*As soon as practicable after notification of bid award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance, containing the bid number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to bid opening, since the insurance requirements may not be modified or waived after bid opening unless a written exception has been submitted with the bid. **Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.***

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A- **VII or better**.
- Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies, except for Workers' Compensation and Professional Liability, shall be endorsed to provide the following:
 - Name as additional insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled before the expiration date.***
- Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$500,000.00 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- All owned, hired and non-owned autos.

[X] Workers' Compensation Insurance

Contractor shall purchase and maintain Worker's Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Worker's Compensation Commission (TWCC).

[] Owner's and Contractor's Protective Liability Insurance

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least combined bodily injury and property damage per occurrence with an _____ aggregate.

☒ **Professional Liability Insurance**

Professional liability insurance with limits not less than \$1,000,000 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

☐ **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

☐ **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than _____ each occurrence are required.

☐ **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT 1

[X] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- 2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) obtain from each other person with whom it contracts, and provide to the contractor:
 - a) certificate of coverage, prior to the other person beginning work on the project; and
 - b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

- 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Exhibit A - Project Proposal Summary



June 13, 2017

Mr. Lee Perry, P.E.
Project Manager
City of Denton
901-A Texas St
Denton, TX 76209

Re: Allred and John Paine Road Transmission Line
Contract #6478

Dear Lee:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this proposal to the City of Denton to provide the engineering design services for the following project:

- Allred and John Paine Road 24/30-Inch Water Line:
 - The construction of approximately 14,000 linear feet of 24 to 30-inch waterline. The line will be in or adjacent to existing City/County/TxDOT Right-of-way along Allred Road from Bonnie Brae Street west to John Paine Road, and continuing south and terminating at an existing 20-inch stub out at the Southwest Pump Station. This line will provide a redundant feed to the Southwest Pump Station.
- Southwest Pump Station Flow Control Valve:
 - The construction of a flow-control valve adjacent to an existing flow-control valve which will be installed at existing pipe stub-outs. This will allow additional flow into the existing ground storage tanks on the Southwest Pump Station.
- Redundant Railroad Crossing:
 - The construction of an additional railroad crossing near Bonnie Brae Road, Union Pacific Railroad and US Highway 377. This will allow for system operational flexibility if one of the Southwest Pump Station transmission lines is taken out of service.

The project scope of services will include the following:

- Schematic Design
- Preliminary Design
- Final Design
- Construction Contract Documents
- Construction Phase Services
- Easement Instrument Preparation
- Permitting
- Record Drawings

Exhibit A - Project Proposal Summary

Page 2

Our team will consist of the following:

Firm	Primary Responsibility
Design Professional	
Kimley-Horn and Associates, Inc.	Design, Bidding and Construction Phase Services
Proposed Sub-Consultants	
Shrader Engineering Inc.	Electrical Engineering Services
Gorron dona & Associates, Inc.	Survey and Easement Services
CMJ Engineering, Inc.	Geotechnical Services
The Rios Group	Subsurface Utility Engineering
V&A Consulting Engineers, Inc.	Cathodic Protection Services

We appreciate the opportunity to be of continued service to the City. Please contact us if you have questions or comments.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC

A handwritten signature in black ink, appearing to read "Glenn A. Gary".

Glenn A. Gary, P.E.

Sr. Vice President

GAG/jck

EXHIBIT B SCOPE OF SERVICES AND DELIVERABLES

PROJECT UNDERSTANDING

Provide engineering design services for the following tasks:

- Allred and John Paine Road 24/30-Inch Water Line:
 - The construction of approximately 14,000 linear feet of 24 to 30-inch waterline. The line will be in or adjacent to existing City/County/TxDOT Right-of-way along Allred Road from Bonnie Brae Street west to John Paine Road, and continuing south and terminating at an existing 20-inch stub out at the Southwest Pump Station. This line will provide a redundant feed to the Southwest Pump Station.
- Southwest Pump Station Flow Control Valve:
 - The construction of a flow-control valve adjacent to an existing flow-control valve which will be installed at existing pipe stub-outs. This will allow additional flow into the existing ground storage tanks on the Southwest Pump Station.
- Redundant Railroad Crossing:
 - The construction of an additional railroad crossing near Bonnie Brae Road, Union Pacific Railroad and US Highway 377. This will allow for system operational flexibility if one of the Southwest Pump Station transmission lines is taken out of service.

The CONSULTANT's scope of services is as follows:

BASIC SERVICES

A. SCHEMATIC DESIGN PHASE

1) ALLRED AND JOHN PAINE ROAD 24/30-INCH WATER LINE

- a) Preliminary Investigation
 - i) Data Collection and Record Research
 - (1) Gather existing survey and topographic data.
 - (2) Gather existing aerial photographs.
 - (3) Gather existing water, sanitary sewer and storm sewer record drawings.
 - (4) Gather existing paving plans.
 - (5) Gather existing development plans.
 - (6) Gather existing plat information.
 - (7) Collect property owner and record information.
 - (8) Gather existing right-of-way and easement information.
 - (9) Gather existing franchise utility record information.
 - (10) Organize record information into project database.
 - ii) Site Investigation

EXHIBIT B
SCOPE OF SERVICES AND DELIVERABLES

- (1) Walk general alignment.
 - (2) Document alignment corridor with photographs.
 - (3) Identify potential alignment, conflicts and issues.
 - iii) Data Review with Owner's staff
 - (1) Meet with Owner's staff to review accuracy of record information.
 - (2) Interview Owner's staff concerning historical, existing and future City plans along the alignment.
 - b) Preliminary Property and Right-of-Way Investigation
 - i) Determine City Limit location.
 - ii) Coordination with Denton County.
 - (1) Determine existing County street maintenance agreements along Allred Road.
 - iii) Provide assistance to Owner related to meetings with Hillwood.
 - iv) Coordinate with City Attorney to determine feasibility of installation of utilities within prescriptive rights-of-way.
 - v) Analyze existing elevations to determine southwest and central pressure plane boundary location.
 - vi) Research TxDOT right-of-way limits and ownership/maintenance agreements for John Paine Road adjacent to IH-35.
 - c) Purchasing Department Coordination.
 - i) Determine feasibility of Competitive Sealed Proposal contract procurement method.
 - d) Prepare Alternate Alignment Technical Memorandum.
 - i) Analysis of alternate alignments indicating merits and challenges for each.
 - (1) Easement acquisition schedule and cost impacts.
 - (2) Pavement repair cost impacts.
 - (3) Incorporation of mobility plan.
 - (4) Engineer's OPCC for each alignment.
 - e) Prepare Design Narrative Technical Memorandum
 - i) Pipe Material Assumptions
 - ii) Pipe Restraint Assumptions
 - iii) Pipe Cathodic Protection Assumptions
- 2) SOUTHWEST PUMP STATION FLOW CONTROL VALVE**
- a) Perform hydraulic analysis calculations to determine appropriate valve sizing
 - b) Provide schematic layout of proposed flow control valve.
 - c) Provide Engineer's OPCC.

EXHIBIT B
SCOPE OF SERVICES AND DELIVERABLES

3) REDUNDANT RAILROAD CROSSING

- a) Provide recommendations for redundant water line crossing locations.
- b) Provide schematic layout of proposed redundant water line crossing locations for Owner review.
- c) Provide Engineer's OPCC.

B. PRELIMINARY DESIGN PHASE

1) ALLRED AND JOHN PAINE ROAD 24/30-INCH WATER LINE

- a) Preliminary Design
 - i) Project Management
 - (1) Develop project communication plan.
 - (a) Develop project contact list.
 - (b) Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to:
 - (i) Three (3) meetings with the Owner regarding project status and coordination issues
 - (c) Prepare and e-mail progress reports to the project team once a month (Owner and Design Professional Staff).
 - (2) Document design criteria (coordinate with the Owner's staff)
 - (3) Project Administration
 - (a) Prepare project correspondence and invoicing documents.
 - ii) Field verification of survey and base map
 - iii) Preliminary water line layout approval
 - (1) Prepare horizontal layout of water line on base map.
 - (2) Prepare cross sections at key locations for clarity.
 - (3) Identify horizontal and vertical clearances and conflicts.
 - (4) Identify temporary easement requirements.
 - (5) Identify locations for additional subsurface utility investigations.
 - (6) Identify permitting requirements.
 - (7) Meet with the Owner's staff for review and consensus on the preliminary layout.
 - iv) Preliminary Water Line Plan/Profile Preparation
 - (1) Prepare (22"x34") Plan/Profile sheets at a 1"=40' horizontal and 1"=4' vertical scale.
 - (2) Plan view of the base map shall have all above ground features shown and clearly labeled along with existing utilities based on field ties and record information.
 - (3) Plan view shall include design notes for stationing, connections, tees, fire hydrants, valves, and horizontal bends.
 - (4) Profile shall include design notes for stationing, size, slope, top of pipe, pipe material, embedment, length and construction method.

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES

- (5) Prepare preliminary water line design details, including a cathodic protection system.
- (6) Site verification of preliminary design.
- v) Preliminary Traffic Control and Detour Plan Preparation.
- vi) Franchise Utility Coordination
 - (1) Send one set of plans to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type, and location of their utilities.
 - (2) Coordinate with the franchise utilities if any relocations are required. Notify the Owner if any relocations will be required.
- vii) Prepare preliminary general notes and details.
- viii) Prepare preliminary special technical specifications.
- ix) Compile and prepare an updated opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area.
- x) Deliverables - Preliminary design submittal (60%)
 - (1) Submit four (4) copies to the Owner for review and comment.
 - (2) Submittal shall include the following:
 - (a) Preliminary design plans (22"x34")
 - (b) Preliminary technical specification
 - (c) Opinion of probable construction cost
 - (3) Address Owner comments and submit four (4) final (11"x17") preliminary plan sets.
- xi) Meetings
 - (1) Attend one (1) meeting with the Owner's staff to kick-off preliminary design.
 - (2) Attend one (1) meeting with the Owner's staff on-site prior to submittal of preliminary plans.
 - (3) Attend one (1) meeting with the Owner's staff to present and review the draft preliminary plan.

2) SOUTHWEST PUMP STATION FLOW CONTROL VALVE

- a) Preliminary Design
 - i) Field verification of survey and base map
 - ii) Preliminary yard piping layout approval
 - (1) Prepare horizontal layout of yard piping on base map.
 - (2) Prepare cross sections at key locations for clarity.
 - (3) Identify horizontal and vertical clearances and conflicts.
 - (4) Identify temporary easement requirements.
 - (5) Identify locations for additional subsurface utility investigations.
 - (6) Identify permitting requirements.
 - (7) Meet with the Owner's staff for review and consensus on the preliminary layout.
 - iii) Preliminary Yard Piping Plan/Profile Preparation
 - (1) Prepare (22"x34") Site-Plan/Profile sheets at a 1"=10' horizontal and 1"=1' vertical scale.

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES

- (2) Plan view of the base map shall have all above ground features shown and clearly labeled along with existing utilities based on field ties and record information.
- (3) Plan view shall include design notes for stationing, connections, tees, fire hydrants, valves, and horizontal bends.
- (4) Profile shall include design notes for stationing, size, slope, top of pipe, pipe material, embedment, length and construction method.
- (5) Prepare preliminary water line design details, including a cathodic protection system.
- (6) Site verification of preliminary design.
- iv) Prepare preliminary general notes and details.
- v) Prepare preliminary special technical specifications.
- vi) Compile and prepare an updated opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area.
- vii) Deliverables - Preliminary design submittal (60%)
 - (1) Submit four (4) copies to the Owner for review and comment.
 - (2) Submittal shall include the following:
 - (a) Preliminary design plans (22"x34")
 - (b) Preliminary technical specification
 - (c) Opinion of probable construction cost
 - (3) Address Owner comments and submit four (4) final (11"x17") preliminary plan sets.
- b) Electrical Engineering Design
 - (1) Perform one (1) site visit to evaluate existing site conditions.
 - (2) Provide power feeders to the high-flow control valve.
 - (3) Provide control signals to the valve and interface with the Southwest Pump Station's existing control system.
 - (4) Electrical Design Drawings:
 - (a) General Sheets (legend, general notes)
 - (b) Site Plan and Elevation
 - (c) One-Line Diagram
 - (d) Instrumentation Symbols and Legend

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES

3) REDUNDANT RAILROAD CROSSING

- a) Preliminary Design
 - i) Field verification of survey and base map
 - ii) Preliminary water line layout approval
 - (1) Prepare horizontal layout of water line on base map.
 - (2) Prepare cross sections at key locations for clarity.
 - (3) Identify horizontal and vertical clearances and conflicts.
 - (4) Identify temporary easement requirements.
 - (5) Identify locations for additional subsurface utility investigations.
 - (6) Identify permitting requirements.
 - (7) Meet with the Owner's staff for review and consensus on the preliminary layout.
 - iii) Preliminary Water Line Plan/Profile Preparation
 - (1) Prepare (22"x34") Plan/Profile sheets at a 1"=40' horizontal and 1"=4' vertical scale.
 - (2) Plan view of the base map shall have all above ground features shown and clearly labeled along with existing utilities based on field ties and record information.
 - (3) Plan view shall include design notes for stationing, connections, tees, fire hydrants, valves, and horizontal bends.
 - (4) Profile shall include design notes for stationing, size, slope, top of pipe, pipe material, embedment, length and construction method.
 - (5) Prepare preliminary water line design details, including a cathodic protection system.
 - (6) Site verification of preliminary design.
 - iv) Preliminary Traffic Control and Detour Plan Preparation.
 - v) Franchise Utility Coordination
 - (1) Send one set of plans to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type, and location of their utilities.
 - (2) Coordinate with the franchise utilities if any relocations are required. Notify the Owner if any relocations will be required.
 - vi) Prepare preliminary general notes and details.
 - vii) Prepare preliminary special technical specifications.
 - viii) Compile and prepare an updated opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area.
- ix) Deliverables - Preliminary design submittal (60%)
 - (1) Submit four (4) copies to the Owner for review and comment.
 - (2) Submittal shall include the following:
 - (a) Preliminary design plans (22"x34")
 - (b) Preliminary technical specification
 - (c) Opinion of probable construction cost
 - (3) Address Owner comments and submit four (4) final (11"x17") preliminary plan sets.

EXHIBIT B
SCOPE OF SERVICES AND DELIVERABLES

C. FINAL DESIGN PHASE

1) ALLRED AND JOHN PAINE ROAD 24/30-INCH WATER LINE

- a) Final Design
 - i) Incorporate the preliminary design submittal review comments (one (1) round of comments anticipated in proposed effort).
 - ii) Prepare updated opinion of probable construction cost.
 - iii) Incorporate franchise utility investigation information.
 - iv) Prepare erosion control plan and details.
 - v) Deliverables:
 - (1) Final design submittal (95%)
 - (2) Submit four (4) copies to the Owner for review and comment.
 - (3) Submittal shall include the following:
 - (a) Final design plans
 - (b) Technical specifications
 - (c) Opinion of probable construction cost
 - (4) Submit final plans to the following regulatory agency for review: Texas Commission on Environmental Quality (TCEQ) and the Texas Historical Commission.
 - vi) Meetings
 - (1) Meeting with Owner to review 95% Plans.

2) SOUTHWEST PUMP STATION FLOW CONTROL VALVE

- a) Final Design
 - i) Incorporate the preliminary design submittal review comments (one (1) round of comments anticipated in proposed effort).
 - ii) Prepare updated opinion of probable construction cost.
 - iii) Incorporate franchise utility investigation information.
 - iv) Prepare erosion control plan and details.
 - v) Deliverables:
 - (1) Final design submittal (95%)
 - (2) Submit four (4) copies to the Owner for review and comment.
 - (3) Submittal shall include the following:
 - (a) Final design plans
 - (b) Technical specifications
 - (c) Opinion of probable construction cost
 - (4) Submit final plans to the following regulatory agency for review: N/A

3) REDUNDANT RAILROAD CROSSING

- a) Final Design
 - i) Incorporate the preliminary design submittal review comments (one (1) round of comments anticipated in proposed effort).
 - ii) Prepare updated opinion of probable construction cost.
 - iii) Incorporate franchise utility investigation information.
 - iv) Prepare erosion control plan and details.
 - v) Deliverables:

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES

- (1) Final design submittal (95%)
- (2) Submit four (4) copies to the Owner for review and comment.
- (3) Submittal shall include the following:
 - (a) Final design plans
 - (b) Technical specifications
 - (c) Opinion of probable construction cost
- (4) Submit final plans to the following regulatory agency for review: N/A

D. CONSTRUCTION DOCUMENTS PHASE

1) Bid Specifications and Construction Contract Documents

- a) Based on comments from the OWNER regarding the 95% plans and technical specification, the CONSULTANT will prepare construction contract documents, bid plans, and opinion of probable construction cost.
- i) The construction contract documents will consist of the following:
 - (1) Notice to Bidders – Standard form provided by the OWNER. Specific project information will be added by the CONSULTANT.
 - (2) Proposal - Standard form provided by the OWNER. Specific project information will be added by the CONSULTANT.
 - (3) Contract Agreement – Standard form provided by the OWNER.
 - (4) Performance Bond - Standard form provided by the OWNER.
 - (5) Payment Bond - Standard form provided by the OWNER.
 - (6) Certificate of Insurance - Standard form provided by the OWNER.
 - (7) Invoice Attachment and Instructions - Standard form provided by the OWNER.
 - (8) General Conditions – Standard form provided by the OWNER.
 - (9) Supplementary Conditions – Project specific supplementary information for modification or addition to the general conditions produced by the CONSULTANT in accordance with the OWNER's approval.
 - (10) Technical Specifications – Produced by the CONSULTANT as outlined in the Final Design.
- ii) The bid plans will consist of the final plans, sign and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the OWNER during final design.

E. BIDDING PHASE AND CONSTRUCTION CONTRACT EXECUTION

1) Bidding Phase Services

- a) The CONSULTANT will prepare and deliver two (2) sets of bid documents to the City project manager. If additional sets are required, it will be considered additional services.
- b) The CONSULTANT will provide electronic bid documents to the City purchasing department for bidding.

EXHIBIT B
SCOPE OF SERVICES AND DELIVERABLES

- c) The CONSULTANT will provide the Notice to Bidders to the OWNER for publication. The OWNER will be responsible for publication of the notice. The OWNER will be responsible for distribution of bidding documents to prospective contractors, suppliers and plan rooms.
- d) The CONSULTANT will provide assistance to the OWNER during the bidding phase by providing the following services:
 - i) Preparation of addenda and delivery to the OWNER for distribution to the plans holders.
 - ii) Responses to questions submitted by plan holders.
 - iii) Attend bid opening facilitated by the OWNER.
 - iv) Preparation of bid tabulation.
 - v) Evaluation of bid results.
 - vi) Preparation of recommendation of award letter.
- e) Conformance plans and specifications
 - i) Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
 - (1) Provide six (6) sets to the OWNER for execution.

F. RECORD DRAWINGS

1) ALLRED AND JOHN PAINE ROAD 24/30-INCH WATER LINE

- a) Record Drawings
 - i) Obtain and review comments and field changes on the construction plans from Owner and/or Contractor.
 - ii) Prepare record drawings based on comments and field changes. Since the Design Professional will not be providing resident engineering services and not observing on a full-time basis, the Design Professional will not seal the record drawings. The record drawings will be provided in the following format:
 - (a) Mylar Hardcopy (1) copy
 - (b) PDF (1) electronic copy

2) SOUTHWEST PUMP STATION FLOW CONTROL VALVE (INCLUDED AS PART OF THE ALLRED AND JOHN PAINE ROAD 24/30-INCH WATER LINE)

- a) Record Drawings
 - i) Obtain and review comments and field changes on the construction plans from Owner and/or Contractor.
 - ii) Prepare record drawings based on comments and field changes. Since the Design Professional will not be providing resident engineering services and not observing on a full-time basis, the Design Professional will not seal the record drawings. The record drawings will be provided in the following format:
 - (a) Mylar Hardcopy (1) copy

EXHIBIT B
SCOPE OF SERVICES AND DELIVERABLES

(b) PDF (1) electronic copy

3) REDUNDANT RAILROAD CROSSING (INCLUDED AS PART OF THE ALLRED AND JOHN PAINE ROAD 24/30-INCH WATER LINE)

- a) Record Drawings
 - i) Obtain and review comments and field changes on the construction plans from Owner and/or Contractor.
 - ii) Prepare record drawings based on comments and field changes. Since the Design Professional will not be providing resident engineering services and not observing on a full-time basis, the Design Professional will not seal the record drawings. The record drawings will be provided in the following format:
 - (a) Mylar Hardcopy (1) copy
 - (b) PDF (1) electronic copy

G. CONSTRUCTION PHASE SERVICES

1) ALLRED AND JOHN PAINE ROAD 24/30-INCH WATER LINE

- a) Construction Phase Services
 - i) Pre-Construction Conference
 - (1) Design Professional will attend a Pre-Construction Conference prior to commencement of Work at the Site.
 - ii) Control Staking
 - (1) Using information provided with the design surveys, provide the selected contractor with the necessary on-site survey control data to facilitate the Contractor's efforts to provide construction staking for the project.
 - iii) Site Visits
 - (1) CONSULTANT will visit the construction site up to **two (2)** times during construction.
 - iv) Shop Drawings and Samples
 - (1) CONSULTANT will review and approve or take other appropriate action in respect to water pipe line materials and lay schedule which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

2) SOUTHWEST PUMP STATION FLOW CONTROL VALVE

- a) Construction Phase Services
 - i) Pre-Construction Conference (included as part of the Allred and John Paine 24"/30" Water Line)
 - (1) Design Professional will attend a Pre-Construction Conference prior to commencement of Work at the Site.

EXHIBIT B
SCOPE OF SERVICES AND DELIVERABLES

- ii) Control Staking (included as part of the Allred and John Paine 24"/30" Water Line)
 - (1) Using information provided with the design surveys, provide the selected contractor with the necessary on-site survey control data to facilitate the Contractor's efforts to provide construction staking for the project.
 - iii) Site Visits (included as part of the Allred and John Paine 24"/30" Water Line)
 - (1) CONSULTANT will visit the construction site up to **two (2)** times during construction.
 - iv) Shop Drawings and Samples
 - (1) CONSULTANT will review and approve or take other appropriate action in respect to Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 3) REDUNDANT RAILROAD CROSSING (INCLUDED AS PART OF THE ALLRED AND JOHN PAINE ROAD 24/30-INCH WATER LINE)**
- a) Construction Phase Services
 - i) Pre-Construction Conference
 - (1) Design Professional will attend a Pre-Construction Conference prior to commencement of Work at the Site.
 - ii) Control Staking
 - (1) Using information provided with the design surveys, provide the selected contractor with the necessary on-site survey control data to facilitate the Contractor's efforts to provide construction staking for the project.
 - iii) Site Visits
 - (1) CONSULTANT will visit the construction site up to **two (2)** times during construction.
 - iv) Shop Drawings and Samples
 - (1) CONSULTANT will review and approve or take other appropriate action in respect to water pipe line materials and lay schedule which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES

H. DESIGN SURVEY

1) ALLRED AND JOHN PAINE ROAD 24/30-INCH WATER LINE

a) Design Survey

i) Utility and Property Owner Coordination

- (1) Coordinate with DIG TESS and City of Denton to locate and mark existing franchise and public utilities prior to performing the field survey.
- (2) The Owner shall arrange and make all provisions for access to perform the services specified within this scope. The surveyor shall provide the Owner with the name and address of the property owners.

ii) Design Survey

- (1) The limits of the survey shall be a 60 foot wide alignment generally running in or adjacent to Allred Road and John Paine Road.
- (2) Establish up to ten (10) horizontal control points based on the City of Denton Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.
- (3) Establish a vertical control benchmark circuit tied to the City of Denton benchmark system, specific for this project.
- (4) Perform a field survey to identify and locate existing topographic elements within the alignment corridor including, but not limited to, the following:
 - (a) Property pins
 - (b) Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - (c) Lane striping
 - (d) Driveways
 - (e) Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 - (f) Culverts and bridges
 - (g) Guardrail
 - (h) Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - (i) Traffic signal poles, cabinets, and other signal equipment
 - (j) Signs (excluding temporary signs)
 - (k) Trees, 6-inch caliper and up
 - (l) Buildings
 - (m) Retaining walls
 - (n) Fence limits and material types
 - (o) Other applicable physical features that could impact design:
 - (i) Field ties to the existing edge of pavement on Allred Road and John Paine Road will be collected.
 - (ii) Field sketches of utility manholes and structures.

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES

- (iii) Prepare a final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

2) SOUTHWEST PUMP STATION FLOW CONTROL VALVE

- a) Design Survey
 - i) Utility and Property Owner Coordination
 - (1) Coordinate with DIG TESS and City of Denton to locate and mark existing franchise and public utilities prior to performing the field survey.
 - (2) The Owner shall arrange and make all provisions for access to perform the services specified within this scope. The surveyor shall provide the Owner with the name and address of the property owners.
 - ii) Design Survey
 - (1) The limits of the survey shall be approximately a 100'x100' area on the Southwest Pump Station Property generally centered around the proposed and existing flow control valve area.
 - (2) Establish up to 3 (3) horizontal control points based on the City of Denton Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.
 - (3) Establish a vertical control benchmark circuit tied to the City of Denton benchmark system, specific for this project.
 - (4) Perform a field survey to identify and locate existing topographic elements within the alignment corridor including, but not limited to, the following:
 - (a) Property pins
 - (b) Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - (c) Driveways
 - (d) Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 - (e) Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - (f) Buildings
 - (g) Fence limits and material types
 - (h) Other applicable physical features that could impact design:
 - (i) Field sketches of utility manholes and structures.
 - (ii) Prepare a final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES

the field, and a hard copy of the coordinates and feature descriptions.

3) REDUNDANT RAILROAD CROSSING

- a) Design Survey
 - i) Utility and Property Owner Coordination
 - (1) Coordinate with DIG TESS and City of Denton to locate and mark existing franchise and public utilities prior to performing the field survey.
 - (2) The Owner shall arrange and make all provisions for access to perform the services specified within this scope. The surveyor shall provide the Owner with the name and address of the property owners.
 - ii) Design Survey
 - (1) The limits of the survey shall be approximately a 300'x50' area across existing UPRR and TxDOT (US 377) Right-of-way.
 - (2) Establish two (2) horizontal control points based on the City of Denton Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.
 - (3) Establish a vertical control benchmark circuit tied to the City of Denton benchmark system, specific for this project.
 - (4) Perform a field survey to identify and locate existing topographic elements within the alignment corridor including, but not limited to, the following:
 - (a) Property pins
 - (b) Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - (c) Lane striping
 - (d) Driveways
 - (e) Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 - (f) Culverts and bridges
 - (g) Guardrail
 - (h) Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - (i) Traffic signal poles, cabinets, and other signal equipment
 - (j) Signs (excluding temporary signs)
 - (k) Trees, 6-inch caliper and up
 - (l) Buildings
 - (m) Retaining walls
 - (n) Fence limits and material types
 - (o) Other applicable physical features that could impact design:
 - (i) Field ties to the existing edge of pavement on Bonnie Brae Street, and US Highway 377 will be collected.
 - (ii) Field sketches of utility manholes and structures.

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES

- (iii) Prepare a final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

I. GEOTECHNICAL

1) ALLRED AND JOHN PAINE ROAD 24/30-INCH WATER LINE

- a) Geotechnical
 - i) Perform a geotechnical analysis of the site utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The geotechnical analysis shall include the following:
 - (1) Subsurface exploration including up to **nine (9)** sample bores at approximately fifteen (15) feet depths.
 - (2) Laboratory tests for classification purposes and strength characteristics
 - (3) Engineering services that address soil and groundwater conditions as well as recommendations for earthwork.
 - ii) A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the Owner. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.

3) REDUNDANT RAILROAD CROSSING

- a) Geotechnical
 - i) Perform a geotechnical analysis of the site utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The geotechnical analysis shall include the following:
 - (1) Subsurface exploration including **two (2)** sample bores at approximately **twenty-five (25)** feet depths.
 - (2) Laboratory tests for classification purposes and strength characteristics
 - (3) Engineering services that address soil and groundwater conditions as well as recommendations for earthwork.
 - ii) A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the Owner.

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES

The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.

J. SUBSURFACE UTILITY ENGINEERING (SUE)

1) ALLRED AND JOHN PAINE ROAD 24/30-INCH WATER LINE

- a) Subsurface Utility Engineering (SUE)
 - i) Level A investigation existing of water line connection points. The Level A investigation shall consist of performing **two (2)** level A test-holes or "locates" of existing 30-inch water line stub-out near Allred Road and Bonnie Brae Street, and existing 20-inch water line stub-out on the Southwest Pump Station Property. The Level A investigation will be conducted in accordance to ASCE Publication CI/ASCE 38-02 and include the location of said utility in two dimensions obtained through non-destructive surface geophysical methods.

2) SOUTHWEST PUMP STATION FLOW CONTROL VALVE

- a) Subsurface Utility Engineering (SUE)
 - i) Level A investigation existing of water line connection points. The Level A investigation shall consist of performing **two (2)** level A test-holes or "locates" of existing 30-inch water line stub-outs on the Southwest Pump Station Property adjacent to the existing flow-control valve. The Level A investigation will be conducted in accordance to ASCE Publication CI/ASCE 38-02 and include the location of said utility in two dimensions obtained through non-destructive surface geophysical methods.

3) REDUNDANT RAILROAD CROSSING

- a) Subsurface Utility Engineering (SUE)
 - i) Level A investigation existing of water line connection points. The Level A investigation shall consist of performing **two (2)** level A test-holes or "locates" of existing 24-inch water line along Bonnie Brae Street, and existing 20-inch water along US Highway 377. The Level A investigation will be conducted in accordance to ASCE Publication CI/ASCE 38-02 and include the location of said utility in two dimensions obtained through non-destructive surface geophysical methods.

K. CATHODIC PROTECTION SYSTEM

1) ALLRED AND JOHN PAINE ROAD 24/30-INCH WATER LINE

- a) Cathodic Protection System
 - i) Document Review and Project Management

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES

This task consists of all the preparatory work required for the task. The specific elements are as follows:

- (1) The Design Professional will review the water line alignment with respect to crossings of foreign pipelines and paralleling utility systems. Existing cathodic protection systems and locations of foreign line test stations will be identified. Foreign pipeline crossings will be considered.
- (2) The Design Professional will evaluate the water line alignment for possible induced AC interference and the need for protection under fault conditions.
- ii) Cathodic Protection Field Survey
 - (1) The Design Professional will obtain soil resistivity measurements at intervals not to exceed 1,000-feet using ASTM G-57-95. The measurements will be taken to depths of 5, 10, and 15-feet.
 - (2) The Design Professional will test soil samples for moisture content, pH, chloride ion and conductivity. Water samples will be similarly tested with the addition of sulfate ions.
 - (3) The Design Professional will create dimensional field sketches of possible locations for cathodic protection anodes. Locations of secondary AC service and sites for the installation of power supplies will be noted.
- iii) Data Analysis and Lab Work
 - (1) The Design Professional will evaluate soil resistivity test data including the use of Barnes Layer techniques for determining resistivities of the soil layer where the proposed water line is to be installed.
 - (2) The Design Professional will test soil samples in the laboratory for moisture content, pH, chloride ion concentration, sulfide ion concentration and conductivity. Water samples will be similarly tested, with the exception of moisture content. Sulfate ion concentrations will be determined for water samples as well.
 - (3) The Design Professional will tabulate and analyze AC and DC interference test data using computer models.
 - (4) The Design Professional will compile data and analyze the conditions for galvanic and electrolytic corrosion along the proposed pipeline route will be performed.
- iv) Corrosion Protection Design

Following the analysis of the electrical data and the soil test results, corrosion protection and AC/DC interference mitigation requirements will be defined for 2 pipe types (bar wrapped concrete pressure pipe and ductile iron pipe) for the proposed water line. Design criteria will include minimizing the impact of the severe soil stresses in the area and a preference for sacrificial anode versus impressed current cathodic protection. Specific design deliverables will include:

 - (1) Prepare recommendations for protective coatings based upon AWWA standards for the proposed water line.

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES

- (2) Prepare a report that documents test data, analysis and an opinion of probable construction cost for cathodic protection and interference control systems, plans and specifications.

3) REDUNDANT RAILROAD CROSSING

a) Cathodic Protection System

i) Document Review and Project Management

This task consists of all the preparatory work required for the task. The specific elements are as follows:

- (1) The Design Professional will review the water line alignment with respect to crossings of foreign pipelines and paralleling utility systems. Existing cathodic protection systems and locations of foreign line test stations will be identified. Foreign pipeline crossings will be considered.
- (2) The Design Professional will evaluate the water line alignment for possible induced AC interference and the need for protection under fault conditions.

ii) Cathodic Protection Field Survey

- (1) The Design Professional will obtain soil resistivity measurements at intervals not to exceed 1,000-feet using ASTM G-57-95. The measurements will be taken to depths of 5, 10, and 15-feet.
- (2) The Design Professional will test soil samples for moisture content, pH, chloride ion and conductivity. Water samples will be similarly tested with the addition of sulfate ions.
- (3) The Design Professional will create dimensional field sketches of possible locations for cathodic protection anodes. Locations of secondary AC service and sites for the installation of power supplies will be noted.

iii) Data Analysis and Lab Work

- (1) The Design Professional will evaluate soil resistivity test data including the use of Barnes Layer techniques for determining resistivities of the soil layer where the proposed water line is to be installed.
- (2) The Design Professional will test soil samples in the laboratory for moisture content, pH, chloride ion concentration, sulfide ion concentration and conductivity. Water samples will be similarly tested, with the exception of moisture content. Sulfate ion concentrations will be determined for water samples as well.
- (3) The Design Professional will tabulate and analyze AC and DC interference test data using computer models.
- (4) The Design Professional will compile data and analyze the conditions for galvanic and electrolytic corrosion along the proposed pipeline route will be performed.

iv) Corrosion Protection Design

Following the analysis of the electrical data and the soil test results, corrosion protection and AC/DC interference mitigation requirements will

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES

be defined for 2 pipe types (bar wrapped concrete pressure pipe and ductile iron pipe) for the proposed water line. Design criteria will include minimizing the impact of the severe soil stresses in the area and a preference for sacrificial anode versus impressed current cathodic protection. Specific design deliverables will include:

- (1) Prepare recommendations for protective coatings based upon AWWA standards for the proposed water line.
- (2) Prepare a report that documents test data, analysis and an opinion of probable construction cost for cathodic protection and interference control systems, plans and specifications.

L. EASEMENT INSTRUMENTS OF CONVEYANCE PREPARATION

1) ALLRED AND JOHN PAINE ROAD 24/30-INCH WATER LINE

- a) Easement Instruments of Conveyance Preparation
 - i) Prepare permanent and temporary easement instruments (narrative and graphic exhibits as required for proposed water line along or adjacent to Allred Road and John Paine Road).
 - (1) Up to twelve (12) instruments are anticipated
 - ii) Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor (three (3) originals of each, Owner to provide standard language), shall conform to standard format provided by the Owner and shall contain the following at a minimum:
 - (1) Parcel number
 - (2) Area required
 - (3) Area remaining
 - (4) Legal description
 - (5) Current owner
 - (6) Any existing platted easements or easements filed by separate instrument including easements provided by utility companies
 - (7) All physical features
 - (8) Metes and bounds description of temporary easements to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately
 - (9) The Owner will be responsible for preparing the legal instruments.

3) REDUNDANT RAILROAD CROSSING

- a) Easement Instruments of Conveyance Preparation
 - i) Prepare permanent and temporary easement instruments (narrative and graphic exhibits as required for the crossing of private property adjacent to UPRR and TxDOT ROW).
 - (1) Up to three (3) instruments are anticipated

EXHIBIT B
SCOPE OF SERVICES AND DELIVERABLES

- ii) Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor (three (3) originals of each, Owner to provide standard language), shall conform to standard format provided by the Owner and shall contain the following at a minimum:
 - (1) Parcel number
 - (2) Area required
 - (3) Area remaining
 - (4) Legal description
 - (5) Current owner
 - (6) Any existing platted easements or easements filed by separate instrument including easements provided by utility companies
 - (7) All physical features
 - (8) Metes and bounds description of temporary easements to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately
 - (9) The Owner will be responsible for preparing the legal instruments.

M. EASEMENT ACQUISITION

1) ALLRED AND JOHN PAINE ROAD 24/30-INCH WATER LINE

- a) Easement Acquisition
 - i) The Owner will perform easement acquisition.

3) REDUNDANT RAILROAD CROSSING

- a) Easement Acquisition
 - i) The Owner will perform easement acquisition.

N. PERMITTING

1) ALLRED AND JOHN PAINE ROAD 24/30-INCH WATER LINE

- a) TxDOT UIR Permit
 - i) Prepare the TxDOT UIR application and associated drawings related to installation of proposed waterline in John Paine Road, if proposed installation is within TxDOT ROW.
 - ii) Submit the application to the Owner for processing.
 - iii) Owner shall pay all fees associated with the TxDOT permit.

3) REDUNDANT RAILROAD CROSSING

- a) TxDOT UIR Permit
 - i) Prepare the TxDOT UIR application and associated drawings related to a required permit for crossing US Highway 377.
 - ii) Submit the application to the Owner for processing.

EXHIBIT B
SCOPE OF SERVICES AND DELIVERABLES

- iii) Owner shall pay all fees associated with the TxDOT permit.
- b) Railroad Permit
 - i) Prepare the Railroad application and associated drawings related to a required permit for crossing the Union Pacific Railroad.
 - ii) Submit the application to the Owner for processing.
 - iii) Owner shall pay all fees associated with the railroad permit.

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES

Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional, and shall be performed on an individual basis upon authorization by the Owner. Such services shall include, but are not limited to, the following:

- Additional Construction Site Visits
- Additional Construction Shop Drawing and Sample Review and Comment
- Construction Final Walkthrough and Punchlist Preparation
- Additional Traffic Control Plan Details
- Traffic signal design
- Sidewalk design
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Preparation for and attendance at public meetings
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Assist the Owner as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies.
- Redesign to reflect project scope changes requested by the Owner, required to address changed conditions or change in direction previously approved by the Owner, mandated by changing governmental laws, or necessitated by the Owner's acceptance of substitutions proposed by the contractor.
- Easement acquisition services beyond that in the scope:
 - Appraisals
 - Contacting property owners
 - Condemnation support
 - Offer letters
- Submittal to Texas Department of Licensing and Registration (TDLR) for ADA requirements.
- Construction staking
- Landscape / Irrigation Design
- Retaining wall design
- "Value engineering" after bidding
- Traffic studies or reports
- SWPPP inspections / coordination
- Any services not listed in the Scope of Services

EXHIBIT B SCOPE OF SERVICES AND DELIVERABLES

Budget Detail

The following detail outlines the budget for each task in the above Scope of Services. Compensation for the project is detailed in Exhibit C.

Basic Services - Task Budget Detail Summary	Allred Waterline	Southwest Pump Station Flow Control Valve	Redundant Railroad Crossing	Total
Task A: Schematic Design	\$ 53,400	\$ 11,300	\$ 6,200	\$ 70,900
Task B: Preliminary Design	\$ 79,800	\$ 28,000	\$ 15,000	\$ 122,800
Task C: Final Design	\$ 43,500	\$ 10,100	\$ 9,200	\$ 62,800
Task D: Bid Specifications and Construction Contract Documents	\$ 9,600	\$ -	\$ -	\$ 9,600
Task E: Bidding Phase	\$ 17,200	\$ -	\$ -	\$ 17,200
Task F: Record Drawings	\$ 8,700	\$ -	\$ -	\$ 8,700
Task G: Construction Phase Services	\$ 14,700	\$ 4,400	\$ 2,800	\$ 21,900
Task H: Design Survey	\$ 52,400	\$ 2,900	\$ 3,400	\$ 58,700
Task I: Geotechnical	\$ 13,400	\$ -	\$ 3,200	\$ 16,600
Task J: Subsurface Utility Engineering	\$ 8,300	\$ 8,300	\$ 8,300	\$ 24,900
Task K: Cathodic Protection	\$ 49,300	\$ -	\$ 15,200	\$ 64,500
Task L: Easement Instrument Preparation	\$ 13,500	\$ -	\$ 3,800	\$ 17,300
Task M: Easement Acquisition	\$ -	\$ -	\$ -	\$ -
Task N: Permitting	\$ 3,700	\$ -	\$ 4,900	\$ 8,600
Total	\$ 367,500	\$ 65,000	\$ 72,000	\$ 504,500

SCOPE OF SERVICES AND DELIVERABLES**PROJECTED PLAN SHEETS**

- 1 – Cover Sheet
- 2 – General Notes and Sheet Index
- 3 & 4 – Project Control

Allred and John Paine Road 24/30-Inch Waterline and Redundant Railroad Crossing Sheets:

- 5 – Shutdown and Sequencing
- 6 & 7 – Existing Water Line Layout
- 8 & 9 – Proposed Water Line Layout
- 10 thru 27 – Allred & John Paine Waterline Plan and Profile
- 28 – Redundant Railroad Crossing Waterline Plan and Profile
- 29 thru 32 – City Standard Details
- 33 & 34 – Custom Connection Details
- 35 thru 37 – Erosion Control Plan and Details
- 39 thru 44 – Cathodic Protection Sheets
- 45 thru 49 – Traffic Control Plans

Southwest Pump Station Flow Control Valve Sheets:

- 50 – Site Plan
- 51 – Yard Piping Plan and Profile
- 52 – Mechanical Plan
- 53 – Shutdown and Sequencing
- 54 – City Standard Details
- 55 – Custom Connection Details
- 56 thru 65 – Electrical and Instrumentation Sheets

Exhibit B
Scope of Services and Deliverables

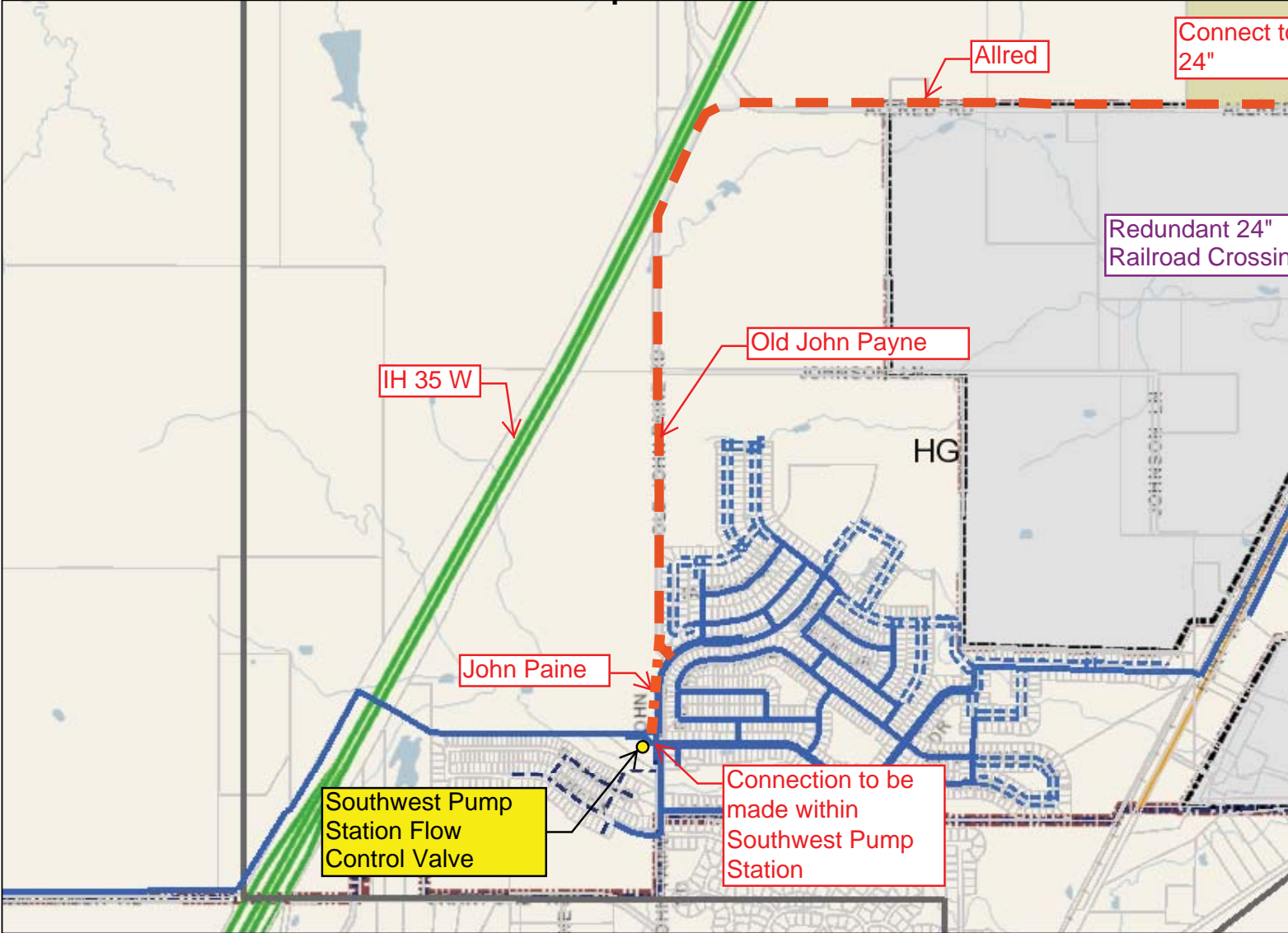


Exhibit ☐ ☐ ee Brea~~do~~n**COMPENSATION**

Total compensation for the Design Professional contemplated under the terms of this agreement **shall be a total not-to-exceed \$504,500** for all services including reimbursable expenses. The Owner shall compensate the Design Professional as follows:

BASIC SERVICES

For Basic Services items A-G the total compensation shall be a lump sum amount of **\$313,900**

For Basic Services items H-N the total compensation shall be on a reimbursable (hourly) basis and not to exceed **\$190,600**

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

A) Schematic Design Phase	\$ 70,900
B) Preliminary Design Phase	\$122,800
C) Final Design Phase	\$ 62,800
D) Construction Documents Phase	\$ 9,600
E) Bidding Phase	\$ 17,200
F) Record Drawings	\$ 8,700
G) Construction Phase	<u>\$ 21,900</u>
Subtotal A-G (Lump Sum)	<u>\$313,900</u>
H) Design Survey	\$ 58,700
I) Geotechnical	\$ 16,600
J) Subsurface Utility Engineering	\$ 24,900
K) Cathodic Protection	\$ 64,500
L) Easement Instrument Preparation	\$ 17,300
M) Easement Acquisition	\$ N/A
N) Permitting	<u>\$ 8,600</u>
Subtotal H-N (Reimbursable)	<u>\$190,600</u>
Grand Total	<u>\$504,500</u>

ADDITIONAL SERVICES

Compensation for Additional Services shall be based on actual services authorized and performed with lump sum or maximum not to exceed subtotals depending on the service provided. The schedule for the hourly rates is attached as part of this exhibit.

Compensation for Additional Services of consultants, including additional structural, mechanical and electrical engineering services, geotechnical services, right-of-way services, etc. shall be based on a multiple of 1.1 times the amounts billed to the Design Professional for such additional services.

Exhibit 11 Fee Breakdown

REIMBURSABLE EXPENSES Reimbursable Expenses shall be a multiple of 1.1 times the expenses incurred by the Design Professional, the Design Professional's employees and consultants in the interest of the Project as defined in the General Conditions but not to exceed a total of **\$8,300.00** without the prior written approval of the Owner. This amount does not include appraisals, escrow fees, abstract fees, title fees, FEMA review fees, 404 permit fees, and TDLR fees.

SCHEDULE The Design Professional will be authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the detailed design services in a total of approximately **670 calendar days** as shown at the end of this exhibit.

Exhibit 1 Fee Breakdown

Basic Services Fee Budget Detail Summary	Illred Materline	Southwest Station Control Valve	Redundant Railroad Crossing	Total
As of Schematic Design	\$ 53,400	\$ 11,300	\$ 6,200	\$ 70,900
As of Borehole Inauguration Design	\$ 79,800	\$ 28,000	\$ 15,000	\$ 122,800
As of Final Design	\$ 43,500	\$ 10,100	\$ 9,200	\$ 62,800
As of Bid Specifications and Construction Contract Documents	\$ 9,600	\$ -	\$ -	\$ 9,600
As of E-Bidding Phase	\$ 17,200	\$ -	\$ -	\$ 17,200
As of Record Drawings	\$ 8,700	\$ -	\$ -	\$ 8,700
As of Construction Phase Services	\$ 14,700	\$ 4,400	\$ 2,800	\$ 21,900
As of Design Service	\$ 52,400	\$ 2,900	\$ 3,400	\$ 58,700
As of Geotechnical	\$ 13,400	\$ -	\$ 3,200	\$ 16,600
As of Subsurface Utility Engineering	\$ 8,300	\$ 8,300	\$ 8,300	\$ 24,900
As of Cathodic Protection	\$ 49,300	\$ -	\$ 15,200	\$ 64,500
As of Easement Instrument Preparation	\$ 13,500	\$ -	\$ 3,800	\$ 17,300
As of Easement Acquisition	\$ -	\$ -	\$ -	\$ -
As of Permitting	\$ 3,700	\$ -	\$ 4,900	\$ 8,600
Total	\$ 367,500	\$ 65,000	\$ 72,000	\$ 504,500

Exhibit 100ee Brea do n

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional I	\$230 - \$250
Senior Professional II	\$190 - \$240
Professional	\$150 - \$205
Analyst	\$120 - \$165
Designer	\$170 - \$180
Technical Support	\$65 - \$160
Clerical/Administrative Support	\$70 - \$125

Effective July 2016

Exhibit ☐ ☐ ee Brea ☐ do ☐ n

Estimate for Subsurface Utility Engineering

Kimley-Horn - City of Denton, Allred Waterline

Table 1

Direct Expenses	Rate	Units	Unit Description		Sub-Total	Notes
Admin./Permit	\$500.00	0.00	LS		\$ -	
Traffic Control	\$1,200.00	0.00	Daily		\$ -	
Survey	\$1,750.00	0.33	Daily		\$ 577.50	
Sub-Total					\$ 577.50	
QL "B","C&D"						
QL "B" by LF	\$1.40	0.00	LF		\$ -	
QL "B" Daily	\$2,500.00	0.33	Daily		\$ 825.00	
QL "C&D"	\$0.35	0.00	LF		\$ -	
Sub-Total					\$ 825.00	
SUE QL "A" (Test Holes)						
Depth	In Pavement Using Coring Machine	Assumed Quantity	Outside Pavement	Assumed Quantity		
0-4 ft.	\$ 1,150.00	0	\$ 950.00	0	\$ -	
4-8 ft.	\$ 1,450.00	0	\$ 1,250.00	0	\$ -	
8-12 ft.	\$ 1,750.00	0	\$ 1,550.00	0	\$ -	
12-18 ft.	\$ 2,500.00	0	\$ 2,300.00	0	\$ -	
QL "A" Daily	\$ 3,300.00	1.50	Daily		\$ 4,950.00	
QL "A" Sub-Total		1.5		0	\$ 4,950.00	
Total Estimated Cost =					\$ 6,352.50	

Notes:

SUBSURFACE UTILITY ENGINEERING | UTILITY COORDINATION

7400 Sand St. Fort Worth, TX 76118 | 817-345-7500

www.rios-group.com

Exhibit ☐ ☐ ee Brea ☐ do ☐ n

Estimate for Subsurface Utility Engineering

Kimley-Horn - Denton, Redundant RR Crossing

Table 1

Direct Expenses	Rate	Units	Unit Description		Sub-Total	Notes
Admin./Permit	\$500.00	0.00	LS		\$ -	
Traffic Control	\$1,200.00	0.00	Daily		\$ -	
Survey	\$1,750.00	0.33	Daily		\$ 577.50	
Sub-Total					\$ 577.50	
QL "B","C&D"						
QL "B" by LF	\$1.40	0.00	LF		\$ -	
QL "B" Daily	\$2,500.00	0.33	Daily		\$ 825.00	
QL "C&D"	\$0.35	0.00	LF		\$ -	
Sub-Total					\$ 825.00	
SUE QL "A" (Test Holes)						
Depth	In Pavement Using Coring Machine	Assumed Quantity	Outside Pavement	Assumed Quantity		
0-4 ft.	\$ 1,150.00	0	\$ 950.00	0	\$ -	
4-8 ft.	\$ 1,450.00	0	\$ 1,250.00	0	\$ -	
8-12 ft.	\$ 1,750.00	0	\$ 1,550.00	0	\$ -	
12-18 ft.	\$ 2,500.00	0	\$ 2,300.00	0	\$ -	
QL "A" Daily	\$ 3,300.00	1.50	Daily		\$ 4,950.00	
QL "A" Sub-Total		1.5		0	\$ 4,950.00	
Total Estimated Cost =					\$ 6,352.50	

Notes:

SUBSURFACE UTILITY ENGINEERING | UTILITY COORDINATION

7400 Sand St. Fort Worth, TX 76118 | 817-345-7500

www.rios-group.com

Exhibit ☐ ☐ ee Brea ☐ do ☐ n

Estimate for Subsurface Utility Engineering

Kimley-Horn - City of Denton, SW Pump Station

Table 1

Direct Expenses	Rate	Units	Unit Description		Sub-Total	Notes
Admin./Permit	\$500.00	0.00	LS		\$ -	
Traffic Control	\$1,200.00	0.00	Daily		\$ -	
Survey	\$1,750.00	0.33	Daily		\$ 577.50	
Sub-Total					\$ 577.50	
QL "B","C&D"						
QL "B" by LF	\$1.40	0.00	LF		\$ -	
QL "B" Daily	\$2,500.00	0.33	Daily		\$ 825.00	
QL "C&D"	\$0.35	0.00	LF		\$ -	
Sub-Total					\$ 825.00	
SUE QL "A" (Test Holes)						
Depth	In Pavement Using Coring Machine	Assumed Quantity	Outside Pavement	Assumed Quantity		
0-4 ft.	\$ 1,150.00	0	\$ 950.00	0	\$ -	
4-8 ft.	\$ 1,450.00	0	\$ 1,250.00	0	\$ -	
8-12 ft.	\$ 1,750.00	0	\$ 1,550.00	0	\$ -	
12-18 ft.	\$ 2,500.00	0	\$ 2,300.00	0	\$ -	
QL "A" Daily	\$ 3,300.00	1.50	Daily		\$ 4,950.00	
QL "A" Sub-Total		1.5		0	\$ 4,950.00	
Total Estimated Cost =					\$ 6,352.50	

Notes:

SUBSURFACE UTILITY ENGINEERING | UTILITY COORDINATION

7400 Sand St. Fort Worth, TX 76118 | 817-345-7500

www.rios-group.com

Exhibit 100 Fee Breakdown**Schrader Engineering, Inc.**

(Hourly Rate)

Design Engineer Level I	\$130
Design Engineer Level II	\$150
Design Engineer Level III	\$170
Project Engineer Level I	\$200
Project Engineer Level II	\$225
Project Manager	\$250
Principal	\$275
CAD Technician Level I	\$100
CAD Technician Level II	\$115
CAD Technician Level III	\$135
Designer Level I	\$148
Designer Level II	\$162
Designer Level III	\$175
Technology Systems Specialist	\$200
SCADA Systems Specialist	\$150
Administrative Assistant	\$100
Clerical/Word Processing	\$80

Exhibit C - Fee Breakdown

V&A Consulting Engineers

(Hourly Rate)

Prinicipal-in-Charge	\$297
Sr. Project Manager	\$259
Project Manager	\$232
Associate Engineer	\$173
CADD Designer	\$141
Engineering Assistant	\$130
Sr. Technician	\$124
Project Admin/Clerical	\$86

Exhibit C - Fee Breakdown

7636 Pebble Drive
Fort Worth, Texas 76118
Tel: (817) 284-9400 Fax: (817) 589-9993

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Earthwork

Slake Sieve Analysis (TEX 101/110E)	\$ 179.50	each
pH Lime Series (Eades and Grim Method)	\$ 294.00	each
Lab Molded Soil-Cement Strength Specimen (Min. 3/set)	\$ 63.50	each
Moisture/Density Relations Soil-Cement (ASTM D558)	\$ 233.50	hour
Moisture/Density Relations (ASTM D1557)	\$ 217.50	each
Moisture/Density Relations (ASTM D698)	\$ 158.00	each
Oversize Rock Correction (ASTM D4718)	\$ 117.00	each
Liquid & Plastic Limit (ASTM D4318-B)	\$ 52.50	each
Laboratory Aggregate Sieve Analysis (ASTM C117, C136, D1140)	\$ 60.50	each
In-Place Moisture/Density Tests (Sand Cone Method Min 4/trip)	\$ 71.00	each
Earthwork Observation and Testing Including all In-Place Moisture/Density Testing by ASTM D6938 (Min. 4 hours/trip)	\$ 65.00	hour
Project Management	\$ 85.50	hour
Vehicle Trip Charge	\$ 36.00	trip

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Concrete Test Cylinders (ASTM C31/39)	\$ 18.00	each
Engineering Technician (Min. 4 hours/trip)	\$ 56.00	hour
Project Management	\$ 85.50	hour
Senior Engineering Technician	\$ 75.00	hour
Senior Geotechnical Engineer	\$ 130.50	hour
Cylinder Pick Up	\$ 132.00	each
Vehicle Trip Charge	\$ 36.00	trip

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Extraction/Gradation (TEX 236F)	\$ 217.50	each
Lab or Core Density (TEX 207F - 3/set)	\$ 49.00	each
Lab Molding and Hveem Stability (TEX 206F/208F - 3/set)	\$ 272.00	set
Maximum Theoretical Specific Gravity (TEX 227F)	\$ 154.00	each
In-Place Density by Nuclear Method (TEX 207F/III - Min. 4 hours/trip)	\$ 65.00	hour
Project Management	\$ 85.50	hour
Vehicle Trip Charge	\$ 36.00	trip

Exhibit C - Fee Breakdown

7636 Pebble Drive
Fort Worth, Texas 76118
Tel: (817) 284-9400 Fax: (817) 589-9993

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Concrete Test Cylinders (ASTM C31/39)	\$ 18.00 each
Concrete Test Beams (ASTM C31/78 - Min. 2/set)	\$ 44.00 each
Concrete Test Beams (ASTM C78 - Delivered to Lab)	\$ 30.00 each
Saw Facing	\$ 14.00 each
Compressive Strength of Concrete Cores	\$ 49.00 each
Engineering Technician (Min. 3 hours/trip)	\$ 44.50 hour
Reinforcing Steel Observation without Testing (Min. 3 hours/trip)	\$ 56.00 hour
Post-Tension Pre-Pour Placement Observation (Min. 4 hours/trip)	\$ 75.00 hour
Post-Tension Stressing Observation (Min. 4 hours/trip)	\$ 75.00 hour
R-Meter Testing (Min. 4 hours/trip)	\$ 76.50 hour
Project Management	\$ 85.50 hour
Senior Geotechnical Engineer	\$ 130.50 hour
Cylinder Pick Up	\$ 132.00 each
Vehicle Trip Charge	\$ 36.00 trip

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Masonry Grout Prisms (ASTM C1019 - 4/set)	\$ 28.50 each
Masonry Mortar Cubes (ASTM C109/C270 - 3/set)	\$ 28.50 each
Engineering Technician for Masonry Construction Observation (Min. 4 hours/trip)	\$ 65.00 hour
Masonry Specimen Pick Up	\$ 132.00 each
Vehicle Trip Charge	\$ 36.00 trip

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Structural Steel Observation by CWI (Min. 4 hours/trip)	\$ 74.00 hour
Ultrasonic Testing of Welds by ASNT/NDT (Min. 4 hours/trip)	\$ 95.00 hour
Project Management	\$ 85.50 hour
Vehicle Trip Charge	\$ 36.00 trip

Fire □roo □in□

Fireproofing Thickness/Density (ASTM E 605 - Min. 3/trip)	\$ 60.50 each
Fireproofing Adhesion/Cohesion (ASTM E736 - Min. 3/trip)	\$ 82.00 each
Engineering Technician for Thickness Observation and Fireproofing Testing (Min. 4 hours/trip)	\$ 65.00 hour
Vehicle Trip Charge	\$ 36.00 trip

Exhibit C - Fee Breakdown**CMJ ENGINEERING, INC.**7636 Pebble Drive
Fort Worth, Texas 76118
Tel: (817) 284-9400 Fax: (817) 589-9993

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Engineering Technician for Roofing Observation (Min. 4 hours/trip)
Vehicle Trip Charge

\$ 71.50 hour
\$ 36.00 trip

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Senior Geotechnical Engineer
Construction Materials Testing Manager
Project Manager
Senior Engineering Technician
Clerical Staff
Floor Flatness Testing ASTM E1155 - (\$0.0446/sf , Min 20,000sf)
Vehicle Trip Charge

\$ 130.50 hour
\$ 120.50 hour
\$ 85.50 hour
\$ 75.00 hour
\$ 60.50 hour
\$ 910.50 min.
\$ 36.00 trip

□□note□□

1. Project Management fees will be charged as follows: 2 hours for initial project setup for projects utilizing piered/footing foundations, 1 hour for projects without piered/footing foundations or a very small project, foundation reconciliation at 3 minutes per pier, compliance review and statement of same at 3 minutes per report with a 1 hour minimum and 79G review and letter at 5 minutes per lot, if CMJ is informed at the start of this project of this need. All other services that would be requested of a project manager will be charged at the above listed hourly rates. Should the client choose not to sign CMJ's agreement and instead request CMJ to sign the client's contract, any time spent reviewing/revising client's contract will be billed at the above listed project management hourly rate. All other requested project management services will be billed on the actual time spent.
2. Overtime rates of 1.5 times the regular rate will be charged for hours worked or services performed over ten (10) hours per day or before 7:00 a.m. and/or after 5:00 p.m. Monday thru Friday. All lab and field services performed on Saturday, will be billed at 1.5 times the regular rate and will be billed at 2.0 times the regular rate for Sundays and recognized holidays.
3. All laboratory test fees are F.O.B. our laboratory. Engineering technician minimums and vehicle trip charges will apply to all trips to the job-site including sample pickups and specimen pickups.
4. A minimum amount of technician time and a vehicle trip charge will be billed for each call out, sample pickup or specimen pickup unless noted otherwise. Technician time is charged portal-to-portal from our Fort Worth office.
5. 4"x8" concrete compression test specimens will be used unless instructed otherwise.
6. Structural steel observation at fabrication shop fees based on facilities located in the Dallas-Fort Worth metroplex area.
7. Additional tests not specified in this fee schedule will be quoted upon request, or based on our current fee schedule.
8. Vehicle trip charge in excess of 25 miles from CMJ's office will be based on \$0.655/mile, portal-to-portal our office.
9. Specimen collection fees as stated are either project specific or for Tarrant County only.
10. CMJ will not supervise or direct work that is performed by the contractor or subcontractors and is not responsible for their means and methods utilized or the resultant outcome of their efforts.

Exhibit C - Fee Breakdown

E **E** **C** **C** **C** **E** **C**
FEE **C** **E** **E**

E **E** **C** **C** **C** **E** **C** **FEE**

Truck-mounted drill unit, (including water truck-if needed), to and from site:	
Dallas and Tarrant Counties -	\$ 450.00/ea.
Normal shelby tube samples in cohesive soils:	
Intermittent 3-inch diameter with CFA:	
0-25 feet	\$ 13.00/ft.
25-50 feet	\$ 14.00/ft.
50-75 feet	\$ 15.00/ft.
75-100 feet @ 10-foot sampling intervals	\$ 16.00/ft.
Normal shelby tube samples in cohesive soils:	
Intermittent 3-inch diameter with HSA:	
0-25 feet	\$ 17.00/ft.
25-50 feet	\$ 18.00/ft.
50-75 feet	\$ 20.00/ft.
75-100 feet @ 10-foot sampling intervals	\$ 21.00/ft.
Soil drilling without sampling:	
0-100 feet	\$ 8.50/ft.
THD cone penetrometer or SPT	
0-50 feet	\$ 20.00/ea.
50-100 feet	\$ 22.00/ea.
Continuous rock coring:	
0-25 feet	\$ 23.00/ft.
25-50 feet	\$ 25.00/ft.
50-75 feet	\$ 27.00/ft.
75-100 feet	\$ 29.00/ft.
Casing of boring through overburden,	\$ 7.00/ft.
Standby Time	\$210.00/hr.
Coring Existing Pavement	\$110.00/ea.
Patch Existing Cored Pavement	\$35.00/ea.
Mobilization of Coring Equipment	\$175.00/ea.
Interior Borings	\$ 55.00/ft
Minimum job charge for daily drilling	\$ 700.00

E **E** **C** **C** **C** **B** **E** **FEE**

Liquid and plastic limits	\$ 52.50
Liquid and plastic limits with additive	\$ 57.00
Particle size analysis, including hydrometer and sieve	\$ 260.00
Hydrometer analysis	\$ 150.00
Sieve analysis	\$ 100.00
Percent passing No. 200 sieve	\$ 42.00

Exhibit C - Fee Breakdown

E E C C E C
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pH test:	\$ 25.00
Lime series, 5 points (liquid and plastic limits)	\$ 260.00
Lime series, 5 points (Eades & Grim method):	\$ 294.00
Resistivity	\$ 60.00
Visual classification and moisture content	\$ 6.75
Density and moisture content	\$ 19.25
Unconfined compression-maximum stress, soil	\$ 44.00
Unconfined compression-maximum stress, rock	\$ 55.00
Triaxial, Consolidated Undrained, with pore pressure, 3 pts minimum	\$1,150.00
Consolidation, without time readings	\$ 500.00
Consolidation, with time readings and plots	\$ 700.00
Swell test, free swell	\$ 73.50
Swell test, pressure/swell curve	\$ 150.00

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Senior Principal Engineer	\$ 128.00/hour
Principal Engineer, geologist, or environmental specialist	\$ 95.00/hour
Senior Engineer, geologist	\$ 88.00/hour
Project Engineer, geologist	\$ 80.00/hour
Staff Engineer, geologist	\$ 65.00/hour
Drafting	\$ 45.00/hour
Word processing	\$ 42.00/hour

Litigation assistance will be billed at 1.5 times the above rates unless stated otherwise in the Agreement for Services.

E E E E E

- A. General Expenses – General Expenses and materials will be billed at cost plus 15 percent.
- B. Subcontractor Expenses – Subcontractor Expenses (where applicable) will be billed at cost plus 15 percent.

Exhibit C - Fee Breakdown**Gorrondona & Associates, Inc.**

Land Surveying/GIS/Aerial Mapping

Mobile LiDAR/Aerial LiDAR

Geotechnical Engineering/CMT

**GORRONDONA & ASSOCIATES, INC.
HOURLY FEE SCHEDULE 2016**

<u>DESCRIPTION OF SERVICE</u>	<u>HOURLY RATE</u>
RPLS - PRINCIPAL	\$ 165.00
RPLS - PROJECT MANAGER	\$ 145.00
RPLS - TASK LEADER	\$ 120.00
SENIOR SURVEY TECHNICIAN	\$ 96.00
SURVEY TECHNICIAN	\$ 86.00
1 – PERSON SURVEY CREW (INCLUDES TOTAL STATION AND GPS VRS UNIT)	\$ 110.00
2 – PERSON SURVEY CREW (INCLUDES TOTAL STATION AND GPS VRS UNIT)	\$ 150.00
3 – PERSON SURVEY CREW (INCLUDES TOTAL STATION AND GPS VRS UNIT)	\$ 185.00
1 - PERSON HD LASER SCANNING CREW	\$ 190.00
PROJECT COORDINATOR – MOBILE LIDAR	\$ 125.00
LIDAR PROCESSING TECHNICIAN	\$ 96.00
<u>DIRECT EXPENSES</u>	<u>COST</u>
Lodging	\$ 91.00/Night
Per Diem	\$ 46.00/Day
Mileage	\$ 0.535/Mile
FedEx Shipping	\$ Direct Cost
LIDAR Mobile Mapping System	\$ 7,500.00/Day

EXHIBIT C - SCHEDULE

ID	Task Name	Duration	Start	Finish	'17	W	S	Jul 30, '17	T	M	Sep 24, '17	F	T	Nov 19,	S
1	Notice to Proceed	1 day	Tue 8/1/17	Tue 8/1/17											
2	Schematic Design (30%)	30 days	Wed 8/2/17	Tue 9/12/17											
3	City Review	5 days	Wed 9/13/17	Tue 9/19/17											
4	Preliminary Design (60%)	60 days	Wed 9/20/17	Tue 12/12/17											
5	City Review	10 days	Wed 12/13/17	Tue 12/26/17											
6	Final Design (90%)	40 days	Wed 12/27/17	Tue 2/20/18											
7	City Review	10 days	Wed 2/21/18	Tue 3/6/18											
8	Construction Documents	5 days	Wed 3/7/18	Tue 3/13/18											
9	Bidding Phase	30 days	Wed 3/14/18	Tue 4/24/18											
10	Construction Phase	240 days	Wed 4/25/18	Tue 3/26/19											
11	Record Drawings and Project Closeout	48 days	Wed 3/27/19	Fri 5/31/19											

EXHIBIT C - SCHEDULE

r 11, '18		May 6, '18		Jul 1, '18		Aug 26, '18		Oct 21, '18		Dec 16, '18		Feb 10, '19		Apr 7,	
F	T	S	W	S	T	M	F	T	S	W	S	T	M	F	T



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Jennifer DeCurtis

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Deputy City Attorney

City of Denton

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Julia Winkley

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Todd Hileman

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Jennifer Walters

jennifer.walters@cityofdenton.com

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Person Inner Event

Signature

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Editor Inner Event

Status

Meta

Event Inner Event

Status

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Intermediary Inner Event

Status

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Certified Inner Event

Status

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Carbon Copy Event

Status

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Sherri Thurman

sherri.thurman@cityofdenton.com

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Julia Winkley

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Contracts Administration Supervisor

City of Denton

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Robin Fox

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Jennifer Bridges

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Jane Richardson

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Lee Perry
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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.

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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: kevin.gunn@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 kevin.gunn@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 kevin.gunn@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 kevin.gunn@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">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

Acknowledging your access and consent to receive materials electronically

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

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.