

DocuSign City Council Transmittal Coversheet

PSA	6522
File Name	Land Appraisal & Rights Aquisitions Srvs.for BBR Imp.
Purchasing Contact	Jody word
City Council Target Date	8/1/17
Contract Value	\$418,000
Piggy Back Option	No
Contract Expiration	
Ordinance	

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
PSA 6522**

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 Steven J. Kunkel & Associates, Inc., with its corporate office at 3610 Smith Barry Road, Suite 100, Pantego, TX 76013, 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 highest 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, land appraisal services, land rights acquisition services, relocation services, closing services and condemnation support services that are necessary, as described in the CONSULTANT'S "Statement of Work", outlined in **Exhibit A**, attached hereto and incorporated herewith by reference, all to assist the CITY in acquiring land rights necessary for the Bonnie Brae Road Improvement Project, which is located within the City of Denton, Texas ("Project"). The parcels in this project are identified by property owner in **Exhibit C**.

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 PSA 6522 – Land Appraisal Services & Land Rights Acquisition Services Projects, which is attached hereto and made a part hereof as **Exhibit A** 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 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 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, may be negotiated as shown 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. 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

This Agreement shall become effective upon execution of this Agreement by the CITY and the CONSULTANT and upon the issuance of a notice to proceed by the CITY, and shall remain in effect thru December 31, 2018, or until successful completion of the Project, including Additional Services, if any, and any required extensions approved by the CITY, and acceptance by the CITY has been achieved. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. The CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet any schedule established by the CITY, acting through its City Manager or his designee.

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 as shown in **Exhibit B** 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 **\$418,000**.

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 rate shown in **Exhibit B**. 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.

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. 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:

Steven J. Kunkel, MAI
Steven J. Kunkel & Associates, Inc.
3610 Smith Barry Road, Suite 100
Pantego, TX 76013

To OWNER:

City of Denton
Purchasing Manager – PSA 6522
215 McKinney Street
Denton, Texas 76201

With Copies To:

City of Denton
Paul Williamson
Manager, Real Estate and Capital Support
901-A Texas Street, 2nd Floor
Denton, TX 76209

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: Consultant's Statement of Work
Exhibit B: Consultant's Statement of Fees
Exhibit C: Consultant's Property List

- B. The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Steven Kunkel. 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
INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE XXIII
RIGHT TO AUDIT

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

ARTICLE XXIV
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_____.

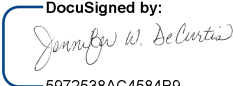
CITY OF DENTON, TEXAS

TODD HILEMAN, CITY MANAGER

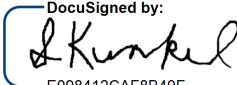
JENNIFER WALTERS, CITY SECRETARY

BY: _____

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

BY: _____
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STEVEN J. KUNKEL & ASSOCIATES, INC.
"CONSULTANT"

E008412CAE8B49F...
BY: STEVEN J. KUNKEL
ITS: PRESIDENT

2017-242416

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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 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.

[] 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 a _____ 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

[] 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

STATEMENT OF WORK

I. Project Administration

II. Valuation & Appraisal Services

III. Negotiation Services

IV. Title & Closing Services

V. Relocation Assistance Services

VI. Condemnation Support Services

EXHIBIT A

STATEMENT OF WORK

I. PROJECT ADMINISTRATION

1. Assure compliance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (as amended). As the Bonnie Brae Road Improvement Project is not utilizing federal funds, compliance is only required for relocation assistance (as per state law), and compliance is not required for property acquisition.
2. Assure compliance with Texas Senate Bill 18 (if applicable).
3. Maintain current status of all Project activities and provide summary to CITY as requested.
4. Maintain all project and parcel files.
5. Keep track of all project expenses, and prepare and provide report of project expenses to CITY as requested.
6. Prepare property owner contact list.
7. Prepare “Informal Value Estimates” for those parcels whose total compensation is estimated to be \$10,000 or less. The “Informal Value Estimates” will be prepared by the Project Manager, and are not to be considered as appraisals.
8. For those parcels whose total compensation exceeds \$10,000, secure and coordinate appraisers.
9. Review and be familiar with all appraisal reports.
10. Obtain a “just compensation certification” for each parcel from the CITY, after completion of the “informal value estimate” or initial appraisal.
11. Request negotiation parameters from the CITY.
12. Review and analyze title certificates and title commitments for potential title issues. Provide recommendations to CITY regarding curative methods for potential title issues.
13. Secure negotiators, appraisers, relocation agents, title and closing personnel, and condemnation support staff.
14. As necessary, notify CITY in writing of any environmental concerns.

EXHIBIT A

STATEMENT OF WORK

II. VALUATION & APPRAISAL SERVICES

1. When necessary, prepare an initial appraisal of each parcel. The purpose of each initial appraisal will be to determine the total compensation. The appraisals will be in a written, narrative format, with two paper copies and one electronic copy.
2. The scope of work for the initial appraisal will reflect the intended use of the appraisal, and will include both the land value and the value of any improvements included in the part acquired (for both fee and easement acquisitions). The scope of work for the initial appraisal will not include a valuation of any improvements that are not included in the part acquired, and which are not affected by the partial acquisition.
3. The appraiser will make every effort to contact the property owners to make arrangements for a property inspection. A letter will be sent by way of certified mail with return receipt requested to the address shown for the property owner in the Denton Central Appraisal District records. The letter will be sent prior to completion of the initial appraisal. The appraiser will also try to contact the property owners by telephone.
4. The appraiser will offer the property owners the opportunity to accompany the appraiser during the property inspection and maintain record of contacts in the appraisal file.
5. When necessary, prepare a condemnation appraisal as part of the preparation for a special commissioners hearing.
6. The initial appraisals and condemnation appraisals will be prepared by a state certified appraiser. All appraisals will be prepared by appraisers that have previous experience with partial acquisition appraisals, and that have appraisal experience in the Denton area market.
7. All appraisals will be prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP).
8. All appraisals will be reviewed by CITY, but the appraisals will not be reviewed by a third-party review appraiser.
9. Fees for subcontractors utilized for the initial appraisals are included as part of this contract, as shown in the Schedule of Fees. The CITY will not be responsible for any additional fees for the initial appraisals without the CITY'S written authorization.

EXHIBIT A

STATEMENT OF WORK

III. NEGOTIATION SERVICES

1. Prepare and send an introductory letter to each property owner, to be accompanied by the Landowners Bill of Rights, as well as the survey and the legal description (if available). The introductory letters will be prepared on CITY letterhead, and will be signed by a CITY representative. The letters will be sent via certified mail, with return receipt requested.
2. Prepare and send initial offer letters using a format approved by CITY. The initial offer letter will notify the property owners of their right to discuss with others any offer, agreement, or acquisition, or to keep the offer or agreement confidential.
3. All initial offers must be approved in writing by CITY prior to being presented to the property owners. Initial offer letters will be prepared on CITY letterhead, and will be signed by a CITY representative.
4. Initial offer letters will be sent via certified mail, with return receipt requested. When requested, initial offers will be presented to the property owner in person. Spanish language translation will be provided, if necessary.
5. For those parcels for which an initial appraisal is prepared, the appraisal report will be provided to the property owner as part of the initial offer. Obtain from the property owner a signed acknowledgment of their receipt of the initial appraisal report (if possible).
6. Property owners will be offered the opportunity to donate their property.
7. Transmit to CITY any written counter offer from property owners outside of negotiation parameters, including supporting documentation.
8. Maintain copies and records of all correspondence and contacts with property owners, including a "Negotiators Contact Report" for each parcel.
9. Advise CITY as to settlements.
10. Complete CITY promulgated forms, including memorandum of agreement, contract of sale, instruments of conveyance (deeds and easements), and any other documents required and/or requested by the CITY.
11. CITY to prepare documents not readily available on CITY promulgated forms.
12. Prepare and send final offer letters to property owners, not less than 30 days after initial offer letters are mailed. All final offers must be approved by CITY prior to being mailed.
13. Final offer letters to be sent via certified mail with return receipt requested. Final offer letters will be prepared on CITY letterhead, and will be signed by a CITY representative.
14. Final offer letter to be accompanied by all appraisal reports of the property prepared for the CITY during the preceding 10 years, including the initial appraisal of the acquired parcel.

EXHIBIT A

STATEMENT OF WORK

IV. TITLE & CLOSING SERVICES

1. Secure title certificates, title commitments (if necessary) and title insurance from CITY approved title company, insuring acceptable title to the CITY. Request title commitment updates as necessary, including prior to condemnation.
2. The charges from the title company for the title commitment and title insurance, including escrow fees, recording fees, and document preparation fees will be paid by the CITY at closing and are not part of the "Statement of Fees".
3. Provide title curative services, as necessary. Contact existing lien holders and obtain partial release, subordination agreements, and/or consent to easement agreement using forms prepared by CITY or approved by CITY. The CITY is responsible for incidental expenses associated with obtaining curative documents. These incidental expenses will be passed through directly from the CONSULTANT to the CITY without mark-up, and are not part of the "Statement of Fees".
4. Obtain written CITY approval of the title commitment.
5. Title company charges for the title commitments and other expenses incurred outside of closing will be passed through directly from the CONSULTANT to the CITY without mark-up, and are not part of the "Statement of Fees".
6. Obtain from CITY all documents CITY may require to process parcel payment requests, including affidavit of debts and liens and hold harmless agreements.
7. Obtain IRS Form W-9 from each payment recipient.
8. Provide notary services at closing, if necessary
9. Coordinate with CITY on preparation of conveyance documents, and obtain CITY acceptance, if necessary, on all applicable conveyance documents prepared by title company.
10. Coordinate with title company to ensure that conveyance documents are recorded in the Denton County public record, with a copy of the recorded document delivered to the CITY.

EXHIBIT A

STATEMENT OF WORK

V. RELOCATION ASSISTANCE SERVICES

1. Identify potential displacees.
2. Notify all property owners and potential displacees of eligibility requirements for relocation assistance, as applicable.
3. Meet with and interview displacees (if possible). Initial meeting with displacees should be coordinated with real estate appraiser, if possible. Potential displacees should be provided with a Relocation Packet consisting of the following documents:
 - a. Parcel Record Form (page 1)
 - b. Certification of Eligibility Form
 - c. Denton Relocation Ordinance (Ordinance No. 2012-073)
 - d. Denton Relocation Brochure
4. Locate, evaluate, and maintain files on comparable available housing in order to complete forms required by the CITY (Residential Property Evaluation Form).
5. Compute replacement housing supplement benefits.
6. Submit the request for relocation housing/rental supplement to the CITY on appropriate forms (Supplemental Payment Estimate Form) with supporting Residential Property Evaluation Form and photos.
7. After CITY approval, deliver to displacees relocation benefits package, along with 90-day notice to vacate. The notice to vacate shall be on CITY letterhead and shall be signed by a CITY representative.
8. After the 90-day notice to vacate period has expired, and once property has been acquired by the CITY, deliver 30-day notice to vacate to the displacee.
9. Notify the CITY if displacee has not moved out after 30-day notice expires.
10. Perform replacement housing inspection in order to confirm that the displacee's chosen replacement housing meets the standards for decent, safe, and sanitary housing in accordance with CITY policy, the Uniform Act, and Senate Bill 18.
11. Obtain written moving estimates from moving companies as needed. Moving estimates will be obtained by the CONSULTANT, and will be addressed to CITY.
12. Coordinate and monitor moves with displacees and moving companies.
13. Maintain relocation contact logs on Parcel Record Form.
14. Attend closings on replacement property if requested by any party involved, and assure housing supplement is properly distributed.

EXHIBIT A

STATEMENT OF WORK

V. RELOCATION ASSISTANCE SERVICES (continued)

15. Compute and process increased interest payments as required.
16. Assist displacees with preparation of all relocation claim forms, and submit forms to CITY on behalf of displacees for processing of payments. An executed Certification of Eligibility Form will be submitted with all claim forms.
17. Deliver relocation supplement payments to displacees in accordance with CITY guidelines.
18. Coordinate, assist and participate in all relocation appeals and hearings.

EXHIBIT A

STATEMENT OF WORK

VI. CONDEMNATION SUPPORT SERVICES

Pre-Hearing Support

1. Identify all interest holders utilizing information from the title certificate or updated title commitment. Spouses of owners must be joined as well as all other interest holders. Provide CITY with interest holder list.
2. Prepare a packet containing 2 copies of the following documents and submit packet to the CITY.
 - a. Plat and legal description of part acquired
 - b. Updated title commitment or title certificate
 - c. Negotiator's property owner contact sheet
 - d. Initial offer letter, final offer letter, and any other property owner correspondence, including certified mail receipts
 - e. Initial appraisal and acknowledgement of receipt of initial appraisal
3. Coordinate pre-hearing conference prior to the commissioner's hearing with the CITY ATTORNEY, CITY representatives, and witnesses, if requested.
4. Send a reminder letter of the hearing date, time and location to the three special commissioners, the CITY ATTORNEY, the court reporter if required, and the witnesses.

EXHIBIT A

STATEMENT OF WORK

Hearing & Post-Hearing Support

1. Coordinate Special Commissioners Hearing
2. Provide Order Setting Fees to CITY and request payment directly to Commissioners. Obtain IRS Form W-9 from each special commissioner.
3. Take photographs of the property on the day of deposit for evidence, including relocation verification.

EXHIBIT B

STATEMENT OF FEES

Basic Services

<u>Service</u>	<u>Fee Per Parcel</u>	<u># Parcels</u>	<u>Total Fee</u>
Project Administration	\$1,200	28	\$ 33,600
Negotiation	\$2,000	28	\$ 56,000
Title & Closing	<u>\$1,300</u>	<u>28</u>	<u>\$ 36,400</u>
Total Per Parcel Fees	\$4,500	28	\$126,000

EXHIBIT B

STATEMENT OF FEES

Appraisal & Valuation Services

<u>Appraisal Services</u>	<u>Initial Appraisal</u>
Parcel Nos. 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29, 31	\$3,500 each
Parcel Nos. 4, 5, 6	\$7,000 (one appraisal)
Parcel No. 10	\$7,500
Parcel No. 11	\$6,500
Parcel No. 12	\$4,500
Parcel No. 15	\$4,000
Parcel No. 32	\$12,000
Parcel No. 33	\$6,500

Informal Value Estimates

Parcel Nos. 1, 2, 3, 7, 8, 9, 14, 16, 17, 23	\$500 each
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<u>Appraisal Services (1)</u>	<u>Initial Appraisal</u>
Parcel Nos. 1, 2, 3, 7, 8, 9, 14, 16, 17, 23	\$4,000 each

(1) These services are only provided as necessary.

EXHIBIT B
STATEMENT OF FEES
Relocation Services

18	Richard T. Muir	210 Bonnie Brae
19	Berdy Tjandramulia	218 Bonnie Brae
22	David Ostrom & Melody Buys	314 Bonnie Brae
24	Willie & Doretha Hudspeth	316 Bonnie Brae
25	Peter & Randena Hulstrand	320 Bonnie Brae
26	The Church in Denton	324 Bonnie Brae
27	Candace Harris & Donald Van Radke	400 Bonnie Brae
28	Candace Harris & Donald Van Radke	404 Bonnie Brae
29	Margaret Hudnal	2293 Scripture
31	Sue Brown	2300 Scripture

Fees for relocation services will be charged on an hourly basis, at the rates shown below.
Expenses will be passed through at cost, including mileage.

Relocation Manager – \$200
Senior Relocation Agent - \$85
Relocation Agent – \$70
Expenses – At cost

EXHIBIT B

STATEMENT OF FEES

Condemnation Services

Condemnation support services are provided at a fee of \$1,000 per parcel. The service does not include hourly rates for condemnation witnesses as shown below:

Hourly Rates For Witness Testimony & Pre-Hearing Conferences

Project Manager	\$200
State Certified Appraiser	\$150

The Appraisal & Valuation prices shown previously are for the initial appraisals and informal value estimates. If necessary, the price of the condemnation appraisal will be 75% of the initial appraisal cost if completed within 12 months of the initial appraisal and there are no changes to the legal and/or physical characteristics of the property.

The condemnation support services, condemnation appraisals, and witness testimony will only be provided on an as needed basis.

EXHIBIT B

STATEMENT OF FEES

Not To Exceed

Basic Services –		
Project Administration, Negotiation, Title & Closing		\$126,000
(28 Parcels @ \$4,500/parcel)		
Appraisal & Valuation Service –		\$135,000
Initial Appraisals	\$130,000	
Informal Value Estimates	<u>\$ 5,000</u>	
Relocation Services		\$ 77,000
(10 Parcels @ \$7,700/parcel)		
Condemnation Services		<u>\$ 80,000</u>
Support Services	\$10,000	
Condemnation Appraisals	\$40,000	
Witness Testimony	<u>\$30,000</u>	
Total Not To Exceed		\$418,000

The condemnation support services fee contemplates a total of 10 cases at \$1,000 per case. The condemnation appraisal fee contemplates a total of 10 cases and an average fee of \$4,000 per appraisal. The witness testimony fee contemplates a total of 150 hours and hourly rate of \$200 per hour. Condemnation services in excess of these limits are considered as Additional Services, and require prior CITY approval.

EXHIBIT C

PROPERTY LIST

<u>Parcel No.</u>	<u>Property Owner</u>
1	University of North Texas
2	Scott Hill & Leslie Hill Oveson
3	SBC Communications
4, 5, 6	Texas Department of Transportation
7	McNatt Construction
8	Oscar & Maria Jimenez
9	Wakil Investments
10	Azalea Bonnie Brae
11	Church of God of Denton
12	Bonnie Green Association
14	Weston Place
15	Denton Retirement Center
16, 17	Berdy Tjandramulia
18	Richard T. Muir
19	Berdy Tjandramulia
20	Berdy Tjandramulia
21	Berdy Tjandramulia
22	David Ostrom & Melody Buys
23	Texas Health Resources

EXHIBIT C

PROPERTY LIST

24	Willie & Doretha Hudspeth
25	Peter & Randena Hulstrand
26	The Church In Denton
27	Candace Harris & Donald Van Radke
28	Candace Harris & Donald Van Radke
29	Margaret Hudnal
31	Sue Brown
32	Benbrooke University Partners
33	MFD, Inc.

Certificate Of Completion

Envelope Id: 4B8289452F1F404FB2A1FBB1AFDA2FB8	Status: Sent
Subject: City Council Docusign Item - 6522	
Source Envelope:	
Document Pages: 36	Signatures: 2
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 6	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jody Word
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	jody.word@cityofdenton.com
	IP Address: 129.120.6.150

Record Tracking

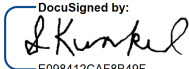
Status: Original	Holder: Jody Word	Location: DocuSign
7/28/2017 8:31:35 AM	jody.word@cityofdenton.com	

Signer Events

Signature	Timestamp
Jody Word	Sent: 7/28/2017 8:39:07 AM
jody.word@cityofdenton.com	Viewed: 7/28/2017 8:39:20 AM
Buyer	Signed: 7/28/2017 8:41:25 AM
City of Denton	
Security Level: Email, Account Authentication (Optional)	

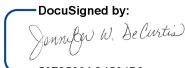
Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Steve J. Kunkel	DocuSigned by:	Sent: 7/28/2017 8:41:26 AM
steve@skunkel.com		Viewed: 7/28/2017 8:44:30 AM
Security Level: Email, Account Authentication (Optional)	E098412CAF8B49F...	Signed: 7/28/2017 8:50:14 AM
	Using IP Address: 76.185.76.247	

Electronic Record and Signature Disclosure:

Accepted: 7/27/2017 3:25:00 PM
ID: d0907d96-30b1-469b-95c8-925d6310df4f

Jennifer DeCurtis	DocuSigned by:	Sent: 7/28/2017 8:50:17 AM
jennifer.decurtis@cityofdenton.com		Viewed: 7/28/2017 10:10:50 AM
Deputy City Attorney	5972538AC4584B9...	Signed: 7/28/2017 10:10:59 AM

City of Denton	Using IP Address: 129.120.6.150
Security Level: Email, Account Authentication (Optional)	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Julia Winkley	Sent: 7/28/2017 10:11:01 AM
julia.winkley@cityofdenton.com	Viewed: 7/28/2017 10:14:18 AM

Contracts Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Todd Hileman
todd.hileman@cityofdenton.com
Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 7/25/2017 9:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21 Jennifer Walters jennifer.walters@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 7/28/2017 8:50:15 AM Viewed: 7/28/2017 9:22:16 AM
Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 7/28/2017 8:50:16 AM
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer Bridges jennifer.bridges@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Paul Williamson paul.williamson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Amy Parish Amy.Parish@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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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.

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