

**PROFESSIONAL ENGINEERING SERVICES
FOR
McKinney Street
(CONTRACT 6401)**

THIS AGREEMENT is made and entered into this date _____, 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 Huitt-Zollars, Inc., with its corporate office at 1717 McKinney Avenue, Suite 1400, Dallas, Texas 75205, hereinafter called "Design Professional," acting herein, by and through their duly authorized representatives.

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

**SECTION 1
EMPLOYMENT OF DESIGN PROFESSIONAL**

The Owner hereby contracts with the Design Professional, a licensed Texas engineer, as an independent contractor. The Design Professional hereby agrees to perform the services in conjunction with the McKinney Street project as described herein and in the Proposal (**Exhibit 5**), the General Conditions (**Exhibit 4**), and other attachments to this Agreement that are referenced in Section 4. The Project shall include, but shall not be limited to, the following major components of Basic Services and Special Services. For a more precise and comprehensive description of these services refer to **Exhibit 5, Attachment E**.

**SECTION 2
COMPENSATION AND SCHEDULE**

Total compensation for the Design Professional contemplated under the terms of this agreement **shall be a total not-to-exceed \$1,358,300** for all services including reimbursable expenses. The Owner shall compensate the Design Professional as follows:

2.1 BASIC SERVICES

2.1.1 For Basic Services the total compensation shall be a lump sum amount of \$402,300 which will be the following phases and tasks.

1. Preliminary Design Phase Services (Tasks 1 – 17)	\$ 370,500	Lump Sum
2. Final Design Phase Services (Task 18)	\$ 31,800	Lump Sum

2.1.2 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.

2.2 SPECIAL SERVICES

2.2.1 For Special Services the total compensation shall be \$944,000. Compensation for Special Services shall be based on actual services authorized and performed with lump sum or maximum not to exceed subtotals depending on the service provided all as shown in **Exhibit 5, Attachment A**. The schedule for the hourly rates is attached as **Exhibit 7**.

Special Services are the following items, as defined in **Exhibit 5, Attachment E**, with compensation terms and amounts shown below.

1. Drainage Impact Study	\$ 94,000	Lump Sum
2. Corridor Study	\$ 47,300	Lump Sum
3. Surveys	\$ 134,000	Lump Sum
4. Environmental Investigation	\$ 6,900	Lump Sum
5. Geotechnical Investigation	\$ 20,900	Lump Sum
6. SUE Investigations		
a. SUE Level B	\$ 119,100	Lump Sum
b. SUE Level B	\$ 30,500	Lump Sum
7. Public Outreach Support	\$ 24,100	Hourly Not to Exceed
8. Design-Build Procurement Docs		
a. Step 1 RFQ Phase	\$ 52,100	Lump Sum
b. Step 2 RFP Phase	\$ 67,400	Lump Sum
9. D-B Final Design Phase Services	\$ 120,200	Hourly Not to Exceed
10. D-B Construction Phase Services	\$ 127,400	Hourly Not to Exceed
11. Construction Material Testing	<u>\$ 100,100</u>	Allowance, Not to Exceed
Total Special Services	\$ 944,000	

2.2.2 Compensation for Services of consultants, including environmental, geotechnical services, subsurface utility engineering, right-of-way services, etc. shall be based on a multiple of 1.10 times the amounts billed to the Design Professional for such services.

2.3 REIMBURSABLE EXPENSES Reimbursable Expenses shall be a multiple of 1.10 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 \$12,000 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.

2.4 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 425 calendar days as shown on the schedule included in **Exhibit 6**.

SECTION 3 **INVOICES**

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

SECTION 4
ENTIRE AGREEMENT

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

- Exhibit 1 Certificate of Interested Parties Electronic Filing.
- Exhibit 2 Insurance Requirements
- Exhibit 3 Conflict of Interest Questionnaire
- Exhibit 4 City of Denton General Conditions to Agreement for Architectural or Engineering Services
- Exhibit 5 The Design Professional's Proposal
 - Attachments A through E:
 - Attachment A – Summary of Engineering Fees
 - Attachment B – (N/A, omitted)
 - Attachment C – Organizational Chart
 - Attachment D – (N/A, omitted)
 - Attachment E – Scope of Services and Deliverables
- Exhibit 6 Project Schedule
- Exhibit 7 Schedule of Rates

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

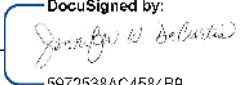
CITY OF DENTON, TEXAS
A Municipal Corporation

BY: _____
TODD HILEMAN
CITY MANAGER

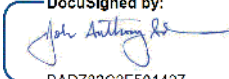
ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

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

BY:  _____
DocuSigned by:
5972538AC4584E9...

HUITT-ZOLLARS, INC.
A Texas Corporation

BY:  _____
DocuSigned by:
BAD782C3F501427...
John Anthony Sosebee, P.E.
Senior Vice President

TSosebee@Huitt-Zollars.com
Texas Ethics Commission
Certificate Number 2017-251300

Exhibit 1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-251300

Date Filed:
08/17/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Huitt-Zollars, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Denton

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

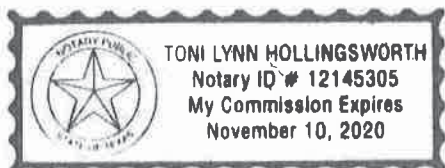
RFQ 6401
McKinney Street Design-Build Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zollars, Robert	Dallas, TX United States	X	
	Huitt, Larry	Dallas, TX United States	X	
	McDermott, Robert	Dallas, TX United States	X	
	Wall, Cliff	Dallas, TX United States	X	
	Hudson, Chris	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said CLIFF WALL, this the 17th day of August, 2017, to certify which, witness my hand and seal of office.

Toni Lynn Hollingsworth
Signature of officer administering oath

Toni Lynn Hollingsworth
Printed name of officer administering oath

Executive Assistant
Title of officer administering oath



Exhibit 2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MHBT, a Marsh & McLennan Agency, LLC company 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231	CONTACT NAME: Stacy Brimer PHONE (A/C, No, Ext): 972-770-1638 FAX (A/C, No): 972-376-8108 E-MAIL ADDRESS: stacy_brimer@mhbt.com
INSURED Huitt-Zollars, Inc. 1717 McKinney Ave., Ste. 1400 Dallas TX 75202-1236	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company INSURER B: Federal Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 29424 20281

COVERAGES

CERTIFICATE NUMBER: 1783842431

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		46UUNLJ3272	6/1/2017	6/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll \$1,000 <input checked="" type="checkbox"/> Comp \$1,000		46UENPB0920	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		46XHURJ8271	6/1/2017	6/1/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	46WEAO4105	6/1/2017	6/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B A	Hired Car Physical Dam: \$100,000 Employee Theft Valuable Papers		46UENPB0920 82241508 46UUNLJ3272	6/1/2017 6/1/2017 6/1/2017	6/1/2018 6/1/2018 6/1/2018	Hired PD Comp/Coll Employee Theft Valuable Papers Ded \$1,000/\$1,000 Limit: \$1,000, Limit: \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured form #HG0001 edition 06/05 applies to the General Liability policy.
 Waiver of subrogation form #CG2404 edition 05/09 applies to the General Liability policy.
 Primary & Non-Contributory General Liability form #HG0001 edition 06/05.

Additional Insured form #HA9916 edition 03/12 applies to the Automobile Liability policy.
 Waiver of subrogation form #HA9916 edition 03/12 applies to the Automobile Liability policy.
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Denton, its officials, agents, employees and volunteers 215 East McKinney Street Denton TX 76201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit 2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/18/2017

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant PHONE (A/C No. Ext): (214) 503-1212 FAX (A/C No.): (214) 503-8899 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Berkley Insurance Company	32603	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Berkley Insurance Company	32603														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Huitt-Zollars, Inc. 1717 McKinney Avenue Suite 1400 Dallas TX 75202															

COVERAGES**CERTIFICATE NUMBER:** Cert ID 34367**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEC-9013125-01	01/23/2017	01/23/2018	Per Claim/Annual Aggregate \$ 1,000,000 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation is in favor of the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Denton 215 East McKinney Street Denton TX 76201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)

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Exhibit 3
City of Denton

RFQ for Professional Engineering Design Criteria and Related Consultant Services for Design-Build Roadway Projects

ATTACHMENT E - CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE -

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

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

Huitt-Zollars, Inc.

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

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

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

N/A

Name of Officer

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

☐

Yes


☒

No

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

N/A

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

5 
Signature of vendor doing business with the governmental entity

March 30, 2017

Date

John Anthony Scobee, P.E.
Sr. Vice President

RFQ 6401 - Main Document

Page 17 of 18

Exhibit 4
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

See Exhibit 5, Attachment "E", Scope of Services, defining BASIC SERVICES and SPECIAL SERVICES.

2.1

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

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

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

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

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

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

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

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

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

3.3.9 Notwithstanding anything contained in the Agreement, Proposal or these General Conditions to the contrary, all services described in this Article 3 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.

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.

8.4 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, non-design 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, to the extent caused by the negligent acts or omissions of the Design Professional or its officers, shareholders, agents, or employees in the performance of the Agreement.

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

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

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

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

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

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

10.5 The Design Professional shall furnish insurance certificates or insurance policies to the Owner evidencing insurance in compliance with this Article 10 at the time of the execution of the Agreement. The General Liability and Automobile Liability insurance policies shall name the Owner as an additional insured, the Workers' Compensation policy shall contain a waiver of subrogation in favor of the Owner, and each policy shall contain a provision that such insurance shall not be canceled 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 can not be reasonably harmonized, such documents shall be given priority in the following order:

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

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

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

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

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

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

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

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

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

Exhibit 5, Attachment A
McKinney Street Widening - Woodrow Lane to Grissom Road, Denton, Texas

Task	TASK DESCRIPTION	Sr. PM QA Mgr	Sr. Eng.	Proj Eng. Const Eng	EIT Land Arch	LA Intern	Survey Mgr	RPLS Surv. 2-Man crew	Survey Tech	Admin	Subs & Expenses	Total Manhours	Amounts (rounded to) (nearest \$100)
	Rate or Multiplier	\$240	\$205	\$160	\$110	\$90	\$185	\$145	\$105	\$75	1.10		
A.	BASIC SERVICES												
	Preliminary Design (Bridging Documents)												
1	Monthly Meetings with City and Team	24		24								48	\$ 9,600
2	Kick-Off Meeting	4		4								8	\$ 1,600
3	Data Collection			16	16							32	\$ 4,300
4	Site Visit	8		16	16							40	\$ 6,200
5	Utility Coordination & Conflict Documentation	8		40	40							88	\$ 12,700
6	Sight Distance Investigation & Recommendations	16		40	40							96	\$ 14,600
7	Turn Lane Assessment	16		40	40							96	\$ 14,600
8	Schematic 30% Design	80		320	720							1120	\$ 149,600
9	Typical Sections - Existing & Proposed	4		16	24							44	\$ 6,200
10	Cross-Sections	32		64	240							336	\$ 44,300
11	Wastewater Assessment	16		40	40							96	\$ 14,600
12	Water Main Design	24		80	144							248	\$ 34,400
13	Identify ROW and/or Easement Requirements	8		16	24							48	\$ 7,100
14	Prepare Guideline Technical Specifications	8		40								48	\$ 8,300
15	Schematic Design Meeting with City	6		6	6							18	\$ 3,100
16	Submit Schematic 30% Design to City for Review	4		8	8							20	\$ 3,100
17	Complete Schematic 30% Design based on City Review	24		80	160							264	\$ 36,200
													\$ 370,500
	Final Design Services												
18	Sidewalk PS&E docs	24		80	120							224	\$ 31,800
	TOTAL BASIC SERVICES												\$ 402,300
B.	SPECIAL SERVICES												
19	Drainage Impact Study	67	96	138	329							630	\$ 94,000
20	Corridor Study	20	108	40	48						\$ 7,860	216	\$ 47,300
21	Surveys						89	554	262	12	\$ 7,950	8867	\$ 134,000
22	Environmental Investigation		4								\$ 5,500	4	\$ 6,900
23	Geotechnical Investigation		8								\$ 17,500	8	\$ 20,900
24	SUE Investigations											0	\$ -
	a. Quality Level B SUE Services		20								\$ 104,500	20	\$ 119,100
	b. Quality Level A SUE Services		12								\$ 25,500	12	\$ 30,500
25	Public Outreach Support	20	20	20	60	60						180	\$ 24,100
26	Design-Builder Procurement Docs Preparation											0	\$ -
	a. Step 1 RFQ Phase (6 month term)	192								80		272	\$ 52,100
	b. Step 2 RFP Phase (8 month term)	256								80		336	\$ 67,400
27	D-B Final Design Phase Services (12 month term)	40	288	256	96							680	\$ 120,200
28	D-B Construction Phase Services (16 month term)	40	128	512						128		808	\$ 127,400
29	CMT Services (16 month term)										\$ 91,000	0	\$ 100,100
	TOTAL SPECIAL SERVICES												\$ 944,000
	Reimbursable Expenses										\$ 10,900		\$ 12,000
	GRAND TOTAL												\$ 1,358,300

EXHIBIT 5 Attachment C

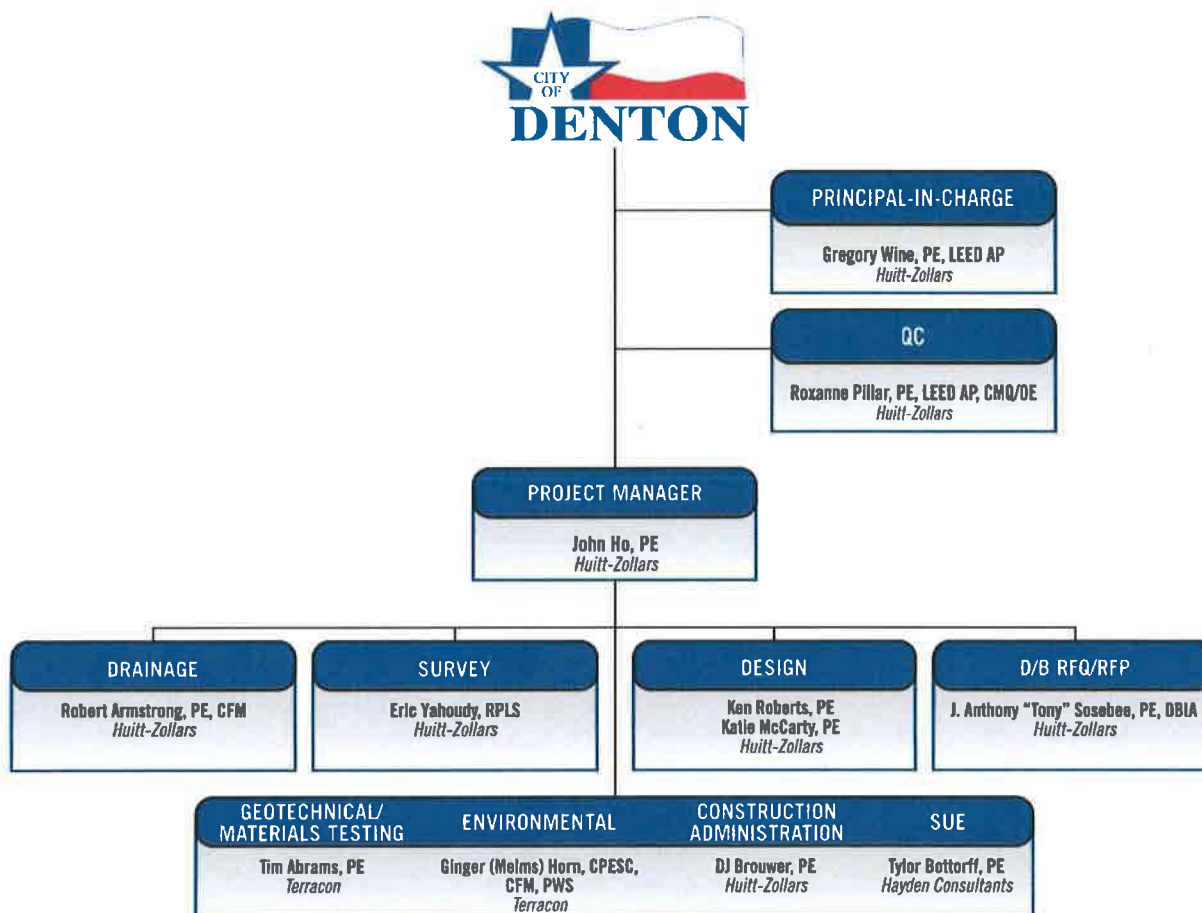


Exhibit 5
Attachment “E”
SCOPE OF SERVICES

PROJECT DESCRIPTION:

Professional engineering services are required for developing the Design-Build procurement documents and for providing procurement and construction support services for the McKinney Street Widening Improvements. The limits of this roadway is between Woodrow Lane and Grissom Road. This work includes identifying associated drainage improvements, water and wastewater utility extensions and adjustments, and coordinating with franchise utility (electric, communications, and gas) on possible impacts to their facilities,

The scope of services will include preliminary engineering design, topographic surveying for design, field surveying for establishing existing right-of-way and easements, preliminary environmental investigation, preliminary geotechnical investigation, roadway horizontal and vertical design, hydraulic analysis, preliminary drainage design, public involvement, probable construction cost estimates, RFQ/RFP D-B procurement documents, subsurface utility engineering, and limited construction oversight and management which may include material testing services.

The scope of services is comprised of Basic Services tasks and Special Services tasks.

A. BASIC SERVICES:

Bridging Documents (Preliminary Design Level) - Huitt-Zollars shall prepare the technical Bridging Documents to be included with the issuance of the Request for Proposals to the Design-Builders (D-B). This effort shall include the following items:

1. Meet monthly with the City of Denton City’s PM (City) and others, as designated by the City for formulation of the limits and scope of the project.
2. Kick-off meeting with the City to discuss key design issues, preliminary alternatives, project schedule and final deliverables.
3. Obtain, from the City, applicable existing street, drainage and utility as-built plans; plats and right-of-way maps within the project area. Conduct a review of the available information. City will provide available information in PDF, CAD and GIS formats.
4. Conduct a site visit to identify and document physical elements and site constraints that will affect the design process.
5. Coordinate with Public and Private Utilities within the project area. Create and maintain a Utility Conflict List containing contact information, type, location, conflict and actions.
6. Investigate sight distance restrictions at all intersections and make recommendations. Public street intersections will be assessed for both horizontal and vertical sight distance; private driveways will be assess only for horizontal sight distance.
7. Provide minimum 150 feet of storage for protected left turns at all public street intersections and the main Ryan High School entry driveway. Based on traffic count data, assess and provide turn lane storage at key intersections. Assess need for dedicated right turn storage at S. Loop 288, Mayhill Road, and Ryan High School.
8. Develop a schematic of the 4-lane divided roadway section showing horizontal geometry and vertical profile data. Coordinate with the City’s traffic engineer on proposed median openings and turn lanes.
9. Develop typical sections for the preferred alternative.

10. Produce preliminary cross sections on 50-foot stations to confirm the existing ROW limits and drainage design.
11. Based on the Wastewater Assessment Sheets provided, it does not appear any of the existing wastewater mains along McKinney Street are in any high or moderate risks. However, there appear to be twelve (12) wastewater crossings McKinney that will be evaluated for potential conflicts.
12. Preliminary design of the following water mains will be included as part of the McKinney Street project:
 - a. 20" Water Transmission, East of Loop 288 to Mayfield Road
 - b. Replace existing 8" Water to 12", north side of McKinney from Woodrow to Mayfield
 - c. Replace existing 16" DI, south side of McKinney from Mobile Home Park to Mayfield
13. Identify any the need for any additional ROW and or permanent easement requirements. It is intended that the project will substantially fit within the existing 100-foot ROW.
14. Prepare Guideline Technical Specifications based on NCTCOG construction specifications with the City of Denton amendments thereto.
15. Meet with the City to present preliminary schematics and exhibits to solicit input on decision issues. The following shall be presented in this meeting: topographic survey/ROW Maps with proposed ROW and easement take if any, the roadway alignment, geotechnical recommendations, results of environmental investigations, the traffic control concept, utilities conflict list, anticipated variances and the drainage concept.
16. Submit final 30% Design Documents to the City for review and comment.
17. Finalize 30% Design Documents based on City's review comments.

Final Design Services - Huitt-Zollars shall prepare the following final design items.

18. Prepare final construction plans, specifications and bid documents for a 5-foot concrete sidewalk along the north side of McKinney Street, from Woodrow Lane to Grissom Lane.

B. SPECIAL SERVICES:

Preliminary Design (Bridging Documents) – The Special Services for Bridging Documents includes the following tasks.

19. **Drainage Impact Study** – A watershed drainage analysis will be conducted which will culminate in an engineering drainage report. This effort will require completion of these tasks.
 - a. Collect and review existing data. City will provide latest available NCTCOG 2-foot contour topography.
 - b. Determine on-site and off-site drainage area boundaries for - existing conditions and fully developed watershed conditions based on City's future land use designations.
 - c. Develop existing condition and fully developed discharge estimates at each project outfall. For locations where upstream detention exists, hydrograph analysis will be prepared in order to combine off-site and on-site discharges at project outfalls.
 - d. Determine need for detention facilities to mitigate project impacts. Develop detention concepts, if needed, including volume, outfall structure, and Right-of-Way (ROW)/easement requirements.
 - e. Develop hydraulic models of culvert crossings for existing and fully developed conditions to verify no adverse impact upstream or downstream of the roadway corridor. Identify outfalls and verify adequacy.

- f. Develop preliminary storm sewer design and preliminary storm sewer hydraulic assessment.
- g. Prepare a drainage report presenting the above information, describing the methodology used for analysis, results and conclusions of the analysis, and recommended courses of actions.

20. **Corridor Study** – Prepare a corridor study for project limits, scope of services as follows:

Phase 1 of the Corridor Study is for Initial Data Collection.

- a. **Kick-Off Meeting.** The agenda for this meeting will include the Phase 1 scope of work, schedule, data requested from the City of Denton, and deliverables. Huitt-Zollars will prepare meeting notes following the kick-off meeting.
- b. **Obtain and review existing data from City files.** Data and relevant information will be obtained, including GIS files, as-built plans, traffic data, collision data, speed surveys, traffic signal design and timing plans, inventories of crosswalks, signs, etc.
- c. **Collect new data.**
 - i. Conduct traffic counts. Intersection turning movement counts will be conducted during a typical weekday morning peak period (7:00 a.m. – 9:00 a.m.) and afternoon peak period (3:00 p.m. – 7:00 p.m.) at the following intersections, including bicycle and pedestrian volumes, from the following list:
 1. McKinney Street/Woodrow Lane
 2. McKinney Street/Mack Drive
 3. McKinney Street/Springtree Street
 4. McKinney Street/Bellaire Drive
 5. McKinney Street/Mockingbird Lane
 6. McKinney Street/Cardinal Drive
 7. McKinney Street/Duchess Drive
 8. McKinney Street/S. Loop 288
 9. McKinney Street/Mayhill Road
 10. McKinney Street/School Driveway 1
 11. McKinney Street/School Driveway 2
 12. McKinney Street/S. Fork
 13. McKinney Street/Grissom
 - ii. Collect 24-hour traffic counts. Counts will be collected at 3 locations within the study area to determine ADT and traffic flow patterns outside the peak hours.
 - iii. Collect queuing data. As part of the intersection turning movement counts, queues will be measured every 15 minutes in terms of number of vehicles in turn lanes and through lanes at each study intersection, and summarized by intersection and by approach.
- d. **Draft Existing Conditions Models and Exhibits.** The existing data collection and meeting notes will be assembled into a model. No operational analysis will be conducted in Phase 1, as it is part of Phase 2. Any revisions to the Draft Existing Conditions Models will be incorporated into the Draft McKinney Street Corridor Plan Report (Task 2.4).
- e. **Deliverable:** Draft Existing Conditions Plan, with existing transportation data collected in Tasks 1.2 - 1.3 and meeting notes from Tasks 1.1 (one pdf, one WORD file with attachments, and five hard copies)
- f. **Project Management.** This task includes items such as monthly status reports of progress and expenditures to accompany invoices, project schedule review and update, and management of project team.
- g. **Deliverable:** Overall project administration.

- h. **Summary of Phase 1 Deliverables:**
- Kick-off meeting notes
 - Draft Existing Conditions Report

Phase 2 – Preliminary Alternatives Development

- i. **Perform Traffic Analysis and Prepare Report.** This task will include an overall roadway segment evaluation under both existing and future conditions. Utilizing existing data collected in Phase 1, Huitt-Zollars will identify operational, safety and livability transportation issues. These include the following,
- i. Review transportation information from City of Denton General Transportation Plan. To the extent possible, the McKinney Street Corridor Study will be consistent with these other documents.
 - ii. Determine future traffic volumes from City and C/CAG. Estimate traffic growth along the corridor at study intersections.
 - iii. Create a model of existing and future conditions in Synchro 9 software to evaluate delay for left turns and queue lengths.
 - iv. Review circulation patterns, evaluate peak-hour traffic signal warrants at unsignalized intersections for existing and future conditions, and provide recommendations for additional traffic signals or other traffic control devices at up to two intersections.
 - v. Evaluate existing and future Levels of Service (LOS) for the study intersections. For future conditions, projected traffic and pedestrian data will be used based on potential growth and business development.
 - vi. Prepare opportunities and constraints figures for the corridor.

Deliverable: Draft Transportation Issues and Analysis Report summarizing transportation issues, including items noted in i–vi above. Any revisions to the Draft Transportation Issues and Analysis Report will be incorporated into the Draft McKinney Street Corridor Plan Report (Task 2.4). The Draft Transportation Issues and Analysis Report will include:

- Peak-hour traffic signal warrants and traffic control recommendations
 - Existing and Future Synchro Models
 - Figure indicating left turn storage lanes and median openings
 - Evaluation of High School access
- j. **City Review of Draft McKinney Street Corridor Plan.** The draft plan will be sent to City of Denton staff for review and comment. The City may elect to have the draft plan reviewed by other agencies, stakeholders or interested parties as well. Comments received on the draft plan shall be documented.
- k. **Meeting to Draft McKinney Street Corridor Plan with City Staff.** The draft plan will be presented to the City of Denton City Council.

Deliverable: Power Point Presentation to City Staff by Huitt-Zollars

- l. **Prepare Final McKinney Street Corridor Plan.** After meeting with City staff to discuss comments and responses to the draft plan, a Final McKinney Street Corridor Plan will be prepared.

Deliverable: Final McKinney Street Corridor Plan Report (one pdf, five hard copies)

- m. **Project Management.** This task includes items such as monthly status reports of progress and expenditures to accompany invoices, project schedule review and update, and management of project team and service providers.

Deliverable: Overall project administration. Summary of Phase 2 Deliverables:

- Draft Transportation Issues and Analysis Report
- Draft McKinney Street Corridor Plan Report
- Presentation to City Staff
- Final McKinney Street Corridor Plan Report

21. **Surveys** - Prepare topographic and right-of-way surveys of the project area, as defined by the following items.

- a. **Control Survey** – Establish project survey control points at 750 foot intervals throughout project limits as needed for performing survey work and for future construction control. Control will be referenced to the City of Denton's Geodetic Datum and State Plane Coordinate system for both horizontal and vertical values.
- b. **Right of Entry** – Huitt-Zollars will work with the City's Real Estate regarding needed rights-of-entry. Research property ownership and prepare a list of property owners along the proposed route. Prepare and send out right of entry request letters to property owners for access to properties for surveying purposes.
- c. **Records Research** – Obtain recorded deeds, recorded plats and existing right of way maps to aid in define the existing right of way and adjacent property boundary lines.
- d. **Abstract Map/Deed Sketch** – Prepare base ownership mapping from records research.
- e. **Right of Way Survey** – Field survey to locate existing right of way and adjacent property corners. Perform calculations and analysis of field survey with record information to determine the location of the existing right of way and adjacent property boundaries. Obtain easement information that s referenced in current deeds and plats and plot these easements. Prepare an overall base map that shows the existing right of way, the adjacent property owners and existing easements (that we are aware of) that about the right of way.
- f. **Topographic Survey by Aerial Mapping** - The topographic survey will be obtained through aerial photography and mapping to produce a topographic map with one foot contours. The aerial mapping will cover a 150-foot strip, 75 feet each side of the centerline. Aerial targets will be set and surveyed to control the aerial mapping. Supplemental on the ground survey will be provided to perform a quality check on the aerial mapping and to obtain topographic information in areas that are obscured by heavy vegetation and to obtain additional data not obtainable through aerial mapping methods. Trees greater than 6 inches within the project right of way will be identified, surveyed and shown on the survey. All utilities paint marks or flags marked by Texas 811 will be located and shown on survey. The topographic survey will result in a CADD drawing suitable for civil design of the project and digital color imagery rectified to the project coordinate system along the corridor.
- g. **Exhibit Maps and legal descriptions for ROW acquisition and Utility/Drainage Easements** – Prepare a metes and bounds description and an 8 ½" x 11" exhibit map for proposed ROW takes and utility and drainage easement parcels. The ROW and/or easement description will be referenced to the boundary corners of the parent tract. In addition an adequate amount of the ROW and/or easement boundary will be staked using 5/8 inch iron rods. Twenty (20) ROW or easement parcels are estimated to be needed.
- h. **Exclusions to Survey Services:**
 1. Re-flagging and re-staking of horizontal & vertical control is not included.
 2. Construction Staking will be performed by the D-B.
 3. Right of way and or easement acquisition will be by the City.

22. **Environmental Investigation** - Conduct an environmental investigation along the project area, defined as follows.

- a. **Natural and Cultural Resources Constraints Analysis** – Qualified scientists, biologists, and archaeologists will conduct desktop background research to preliminarily identify potential natural resources constraints which could affect the project including:
 - i. Surface waters and wetlands
 - ii. Threatened and endangered species and migratory bird habitats, including sensitive and critical habitats
 - iii. Cultural resources (archaeology and history)
- b. **Site Reconnaissance & Desktop Research** - A site reconnaissance will be performed to observe suspect areas of interest identified through desktop research for the presence of potential constraints. A summary letter will be prepared to document professional opinions related to the potential impacts to identified constraints (if any) and will provide recommendations and/or potential regulatory implications associated with future proposed development.
 - i. **Limited Regulatory Review for Hazardous Materials** – Conduct a review of historical resources and federal, state, and tribal regulatory databases to preliminarily identify potential hazardous materials within the site. Results will be provided in a PDF-formatted letter report.
 - ii. **Draft Report** - Submit a draft report to the City for review and comments. The report will include field observations, preliminary results, findings, and opinions. Identify the required pre-construction permitting and post-construction reporting that will be required for the project.
 - iii. **Final Report** - Submit Final reports to the City after addressing review comments.
- c. **Exclusions to Environmental Services:** The following items are excluded from the above Environmental Services, but can be provided on an as needed basis as additional services.
 - i. Environmental Permitting
 - ii. Waters of the U.S. (including wetlands) determination/delineation
 - iii. U.S. Army Corps of Engineers Permitting
 - iv. Agency consultation (USACE, USFWS, TPWD, THC, etc.)
 - v. Threatened and endangered species habitat assessment
 - vi. Presence-absence surveys for threatened and endangered species
 - vii. Migratory bird nest survey
 - viii. Intensive archaeological investigation (shovel testing, backhoe trenching)
 - ix. Phase I Environmental Site Assessment
 - x. NEPA documentation and assessment
 - xi. Expert Witness Testimony

23. **Geotechnical Investigation** - Conduct a preliminary geotechnical investigation and prepare a preliminary geotechnical report for use in the design of the project by providing the following services.

- a. **Field investigation** – Drill thirteen (13) borings advanced to depths of about 20 feet at locations spaced approximately 1,300 feet apart along the alignment. These borings will be advanced at or near the locations of planned culvert crossings and roadway cut areas. USDA soil conservation maps will be used to place borings in representative soil types.

The borings will be drilled and sampled using a truck-mounted drilling rig. Geotechnical Consultant will arrange for necessary permits and traffic control to safely perform the field work. Conventional tube or split-barrel (standard penetration test) samples will be collected

as appropriate for the soils encountered. Bedrock strata, will be tested in-place using the Texas Department Cone Penetrometer Tests. The recovered subsurface samples will be preserved and labeled as to the appropriate boring number and depth in the field. These materials will be described in further detail in the laboratory by a staff geologist or engineer. Groundwater, if observed, will be recorded during and at the completion of drilling. After final groundwater observations, the borings will be backfilled with the excavated cuttings.

- b. **Laboratory testing** - Selected laboratory testing of the obtained samples will be performed to evaluate soil index properties, strength, volume change potential and other characteristics of the subsurface materials, and provide data for analysis. These tests include but may not be limited to the following:
 - i. Moisture content
 - ii. Atterberg limits
 - iii. Percent passing No. 200 mesh sieve
 - iv. Unconfined compressive strength
 - v. Overburden swell
 - vi. Soluble Sulfates
 - vii. Lime/pH series
- c. **Engineering and Reporting** - Data obtained from the field investigation, laboratory tests and past experience will be used in the engineering analysis and development of preliminary recommendations. Information to be provided includes the following:
 - i. A plan sheet indicating the approximate location of each boring
 - ii. A log of each boring with the boring number, depth of each stratum, material description, soil classification with laboratory test results, and groundwater information
 - iii. A discussion of subsurface soil and groundwater conditions, if encountered
 - iv. A brief discussion of the site geology
 - v. Characterization of the engineering properties of observed fill in the borings
 - vi. Preliminary recommendations for subgrade preparation for structures and pavements
 - vii. Preliminary recommendations for pavement section
 - viii. Earthwork recommendations, including material type(s) and backfill requirements
 - ix. Electronic copy of the report.

24. **SUE Investigations** - Conduct SUE investigations throughout the project corridor. All SUE services provided for this project will be completed in conformance with the ASCE/CI 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data". Quality Level B designating is considered the minimum requirement.

- a. **Quality Level B SUE services:** The minimum level of SUE effort required shall be designating of utilities using a qualified service provider. This work will performed through the use of pipe and cable locators, locators with transmitters, and metal detectors. This effort shall not require the use of ground penetrating radar, acoustic / sonic equipment, or optical camera equipment in or within manholes, vaults or conduits. It is estimated there are approximately 106,500 linear feet of existing underground utilities within the project limits. The approximate limits of the investigation include the proposed alignment, including 50 feet from centerline on residential intersection crossing streets and 100 feet from centerline on Woodrow, Loop 288, and Mayhill intersections.

As part of the Records Research effort the SUE Engineer will perform the following:

- i. Contact the applicable “one call” agency and acquire records from all available utility owners including City, County, and TxDOT.
- ii. Perform in-field visual site inspection. Compare utility record information with actual field conditions. Record indications of additional utility infrastructure and visual discrepancies with record drawings.
- iii. Interview available utility owners for needed clarification, resolution of found discrepancies, and details not provided on the record drawings.

As part of the Designating Effort SUE Engineer will perform the following:

- i. Select and employ the appropriate suite of industry standard geophysical equipment to search for existing utilities within the limits specified on the project. For metallic/conductive utilities (e.g. steel pipe, electrical cable, and telephone cable) electromagnetic induction and magnetic equipment will be employed. SUE Engineer will attempt to designate non-metallic/non-conductive utilities using other proven methods, such as rodding, probing, and Ground Penetrating Radar (GPR). As agreed to with the City, this scope of work includes mapping of the following utilities: water, wastewater, natural gas, gas/oil pipelines, electric, telephone, fiber, duct banks, cable TV, and storm sewer. Unless specifically requested, utility service lines and irrigation lines are not included in this scope.
 - ii. Interpret the surface geophysics, and mark the indications of utilities with paint or pin flags on the ground surface for subsequent depiction on deliverable utility maps. The existing utilities will be designated within the project limits as shown in Attachment “A”.
 - iii. Record all marks on electronic field sketches and correlate such data with utility records and above ground appurtenances obtained from visual inspection to resolve differences and discrepancies. Denote any utilities found where ownership/utility type is not available from records as “unknown” facilities.
 - iv. Survey the existing utility designating marks and above ground utility appurtenances according to the project control and record the data for subsequent depiction on the plan deliverables.
 - v. Potential maintenance of traffic for temporary lane closures and sidewalk closures maybe be required for completion of designating on this project.
- b. **Quality Level A SUE services:** Level A SUE services shall be considered supplemental, as an allowance item, and require specific written authorization by the City prior to performing QL-A SUE services.

Since the exact locations and depths are not know but for budgeting purposes the SUE Engineer will perform ten (10) nondestructive “locates” of up to 10 feet deep for use within project construction limits. This shall be done using vacuum excavation or another appropriate technique. The SUE Engineer will coordinate with applicable parties including one call locates prior to SUE work. The exact locations and depths of bore holes will be determined later and be approved by the City. The SUE Engineer shall provide a schedule and location plan prior to these locates as well as actual fees for this service prior to it being performed. SUE information shall be documented on the design plans and provided to the City after completion of the tasks.

As part of the Locating Effort SUE Engineer will perform the following:

- i. Employ vacuum excavation to verify the horizontal and vertical location of the existing utilities at the locations to be determined later and approved by the City.
- ii. Once each utility is located, SUE Engineer will record the utility type, size, material, depth to top and general direction.

- iii. Each test hole will be assigned a unique ID number and will be marked with rebar/cap. Test hole numbers will be painted in the field next to each completed test hole. A survey lath labeled with the test hole ID number and other pertinent utility information will be placed at each test hole location.
- iv. If rock or concrete is encountered during the excavation and SUE Engineer is not able to excavate through our normal test hole procedures, the City will be immediately notified of the field condition. Excavation in rock or to a depth greater than 10 feet is considered beyond the scope of this proposal and can be estimated for the City on a case by case basis.
- v. SUE Engineer will vacuum down to obtain the required information, and then replace material removed, mechanically-tamped in 6-inch lifts. Asphalt surfaces will be repaired with asphalt cold patch and concrete cores will be epoxied back in place, flush with surrounding surface. If restoration efforts are needed beyond what is described above SUE Engineer shall be notified in writing prior to mobilizing to the field.

Survey the final utility test hole locations according to the project control once all vacuum excavation field work has been completed.

We do anticipate excavation permits from the City will be required for completion of test holes on this project.

We do anticipate maintenance of traffic for lane closures and sidewalk closures will be required for completion of test holes on this project. We have estimated three (3) days of closures for this project.

We do anticipate coring of asphalt/concrete pavement will be required at the five (5) of the locations within the project.

SUE Engineer's field crews and equipment are not equipped or prepared to work in any area that possibly are, or may have been contaminated with hazardous materials at any time.

25. **Public Outreach Support** - Prepare exhibits and presentation materials for two (2) Public Meetings / Open House. Coordinate with the City on the agenda for the meeting and give the technical portion of the presentation, if required. The City will arrange for the venue for public meetings.

26. **Design-Builder Procurement Documents Preparation**

Huitt-Zollars shall assist the City in the procurement of a Design-Builder (D-B) in a two-step process. Step 1 is for Request for Qualifications (RFQ) Phase work, and Step 2 is for Request for Proposal (RFP) Phase work. D-B selection will be based on best value to the City. This effort will include the following items:

a. Step 1 – RFQ Phase

- i. Prepare draft RFQ documents for review and discussion with the City. Meet with the City for refinement of the RFQ. Assist in the development and weighting of the selection criteria to be used for the evaluation of the Design-Builder's qualifications.
- ii. Assist in advertising and issuing RFQ.
- iii. City will receive SOQs.
- iv. Prepare evaluation form and distribute SOQs to selection committee members.
- v. Assist in compilation of evaluations, if required.
- vi. Assist in recommendation of the three (3) most qualified offerors for consideration and for issuance of Request for Proposal.

b. Step 2 – RFP Phase

- i. Prepare draft RFP documents for review and discussion with the City. Meet with the City for formulation and refinement of the RFP. Assist in developing Selection Criteria and Weighting of Criteria for evaluation of the Proposals.
- ii. Assist in issuance of the RFP along with the Bridging Documents.
- iii. Assist in conducting Pre-Proposal Meeting, if required.
- iv. City will receive Proposals.
- v. Prepare evaluation form and distribute Proposals to selection committee members.
- vi. Assist in the review and evaluation of the D-Bs proposals. This effort may include, but is not limited to, the following.
 - a) Coordinate communications with the D-Bs as requested by the City. Final selection, if any, of the “best value” D-B will lie solely with the City. This will be accomplished via a selection committee composed of City staff and Huitt-Zollars staff if requested.
 - b) As requested by the City, assist in the documentation of the selection process and provide summaries and reports in a format approved by the City.
 - c) As requested by the City, evaluate technical and managerial elements of each D-B proposal and rank in accordance with criteria established in the RFP and in a format approved by the City.
 - d) Review any value engineering proposals included in a proposal and provide a written evaluation to the City.
 - e) Review and comment on submitted proposed construction schedule and any assumptions upon which the schedule is based.
 - f) Assist in compilation of evaluations, if required.
- vii. Recommend the Best Value D-B Proposal to the City for approval and contract award, if required by the City.

27. D-B Final Design Phase Services

Huitt-Zollars shall assist the City during the D-B final design phase. This effort may include, but is not limited to, the following.

- a. Coordinate communications with the D-B as requested by the City.
- b. Technical reviews shall be performed jointly by the City and Huitt-Zollars. Huitt-Zollars shall provide technical review of plans and specifications submittals by D-B at each submittal phase. It is anticipated design submittals will be required at 60%, 95%, and 100% stage of completion. The 100% submittal shall be signed and sealed by the D-B after confirmation that all comments have been resolved. Huitt-Zollars’ technical review shall ensure the plans and specifications designed by the D-B meet the performance and quality criteria set forth in the contract documents. The technical review shall also include review for compliance with any applicable provisions, rules, and regulations, standards of any authority or agency having jurisdiction over any element of the project. Format for review comments submittal shall require approval by the City.
- c. Evaluate D-B value engineering proposals, if any, and advise the City on the merits and disadvantages, if any, of each proposal. This shall include advising the City of any changes to the requirements of the contract documents which may be required by acceptance of a value engineering proposal.

- d. Review and reconcile all estimates and updates and provide a written report to the City identifying any variance and underlying cause for variance. This service will include discovery of unknown site conditions, changes in market conditions for labor and materials, unanticipated requirements of an agency of governing authority which has jurisdiction over any element of the project, owner requested change to the project scope, etc. Provide the written report within 14 calendar days of receipt of a cost estimate.
- e. Track and report on the D-B actual progress versus scheduled progress and notify the City of any project issues that may arise which could impact the orderly progress of the project.
- f. Attend any design review meeting with governmental authorities, utility providers, etc. concerning regulatory compliance issues for utilization, access, and providing utilities to any site, etc. Provide a copy of meeting notes to the City within 3 calendar days of any meeting.
- g. Huitt-Zollars shall consult with the City during this phase of the project and shall immediately advise the City of any unusual requirements or features not apparent during formulation of the project requirements that may impact schedule and budget.
- h. As the design progresses, additional geotechnical investigation could be performed to aid in developing the final pavement design and appropriate subgrade preparation, as well as other geotechnical-related design needs that may arise.

28. D-B Construction Phase Services

The City intends to use its inspections staff in the daily observation of construction. To augment the City's staff and as requested, Huitt-Zollars will provide engineering, observation and testing services during the construction implementation phase of the project. This effort may include, but is not limited to, the following items.

- a. Conduct periodic site visits (twice a month) to observe the construction of the project. Observations are to determine that the workmanship, quality of materials, and system(s) performance are in general conformance with the requirements of the plans and specifications. Observation shall be provided by personnel technically qualified by education and experience to competently observe such work.
- b. Provide a written report on all site visits and submit to the City within 7 calendar days of site visit. Copies shall be submitted in hard copy and electronic format. Electronic format may be submitted as attachments to e-mail.
- c. Maintain project files, readily accessible to the City, for all construction drawings, request for information submittals, shop drawings, and any other documents, correspondence, etc. generated during the term of the project. City will maintain all record files and process all "open records" requests for information related to the project.
- d. Review technical submittals, shop drawings, catalog data, laboratory, shop and mill test reports of materials and equipment for general conformance with design concepts.
- e. Provide independent cost estimates and evaluation of any proposed changes to the project either provided by the D-B as a "value engineering" proposal or as requested by the City as a project enhancement/modification. This is to include assisting the City, as requested, with negotiations for any proposed change determined by the City to add value to the project.
- f. Upon receipt of notification by the D-B that the work or a portion thereof as specified in the contract documents has been completed, Huitt-Zollars and the City shall conduct an inspection, performed by the appropriate members of his staff and/or affiliates and shall prepare a list of the items needing correction. After the D-B has performed the required corrections satisfactory to the City, a final inspection will be conducted. Huitt-Zollars shall accompany the City on the final inspection to assure that the work or portion thereof has been completed in accordance

with the requirements of the Contract Documents. Huitt-Zollars shall review all warranties, guarantees, bonds, etc. to ensure that all documents are received and that they meet the requirements of the Contract Documents, after which they shall be transmitted to the City.

- g. Huitt-Zollars shall receive from the D-B and review all “record / as-built” drawings and verify all field changes / adjustments have been transmitted to the original CADD drawings and are clearly labeled as being “record / as-built” documents, and verify the drawing files are in compliance with the requirements of the contract documents. Upon satisfaction that all requirements have been complied with forward electronic files and hard copies (if required) to the City.
 - h. Huitt-Zollars shall recommend to the City, once all contract requirements have been satisfied by the D-B, that substantial completion has been obtained.
 - i. It is intended that the D-B will be responsible for its quality control and will provide construction material engineering testing (CMT), and that the City or Huitt-Zollars will perform in a quality assurance role.
29. **CMT Services** - It is intended that the D-B will be responsible for its quality control and will provide construction material engineering testing (CMT), and that the City or Huitt-Zollars will perform in a quality assurance role. An allowance item will be provided for construction material engineering testing (CMT) services performed by Huitt-Zollars. The CMT services which Huitt-Zollars may provide can include:
- i. Moisture/Density Relationships
 - ii. Acceptance testing of any imported materials
 - iii. Density testing including fill areas, stabilized paving subgrade, utility trench backfill, backfill around structures
 - iv. Wall, culvert, manhole concrete testing
 - v. Roadway concrete and/or Asphalt testing
 - vi. All testing and inspection reports, prepared and distributed
 - vii. Pre-Construction and Progress Meeting Attendance as Requested
 - viii. All testing not previously mentioned as required by City and Project Specifications
- ix. Close Out documents as required

McKinney Street Project Schedule

Exhibit 6

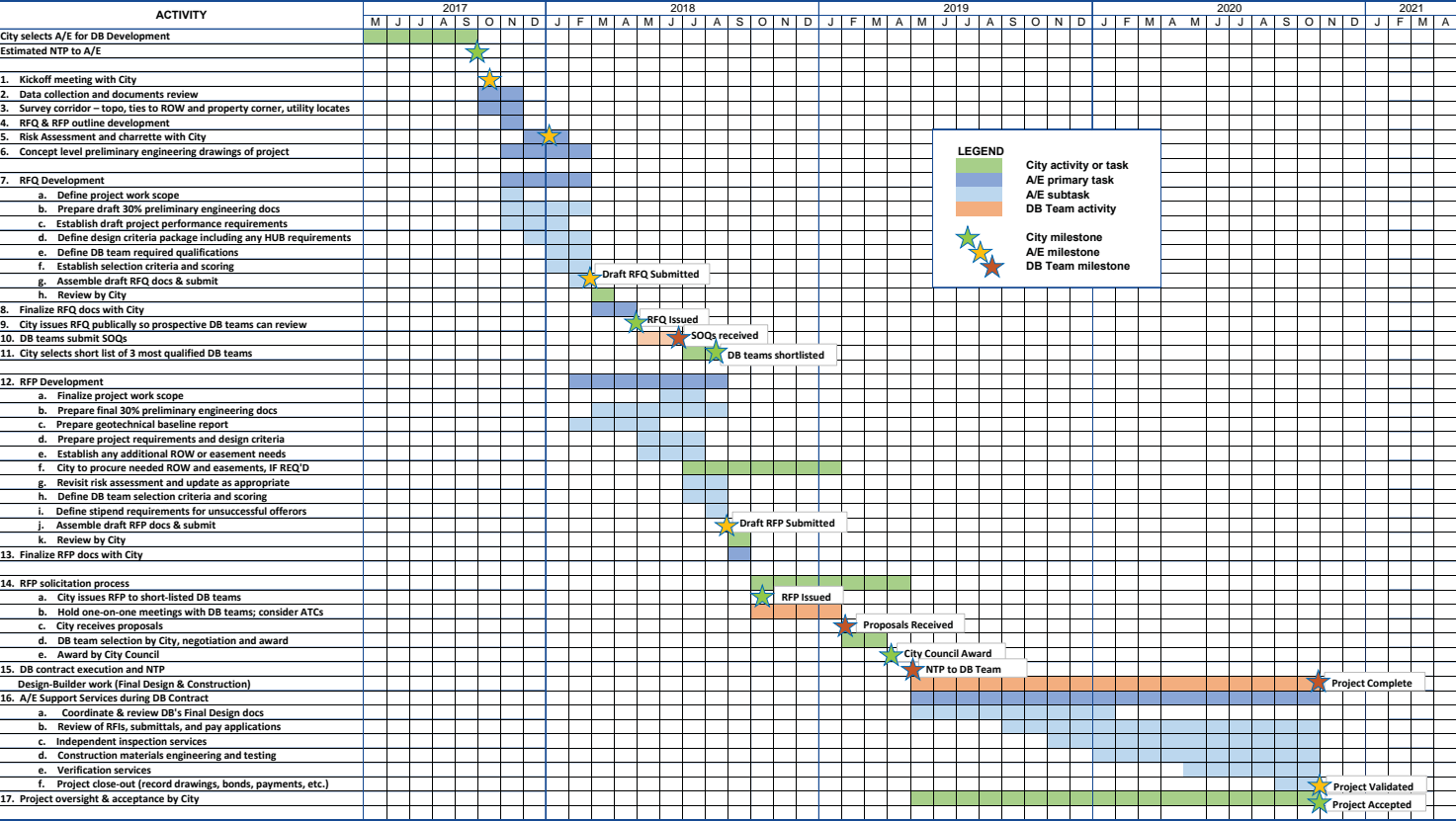


Exhibit 7



McKinney Street, City of Denton 2018 HOURLY RATE SHEET

Engineering/Architecture

Principal-In-Charge	\$ 265.00
QA Manager	\$ 250.00
Sr. Project Manager	\$ 250.00
Project Manager	\$ 205.00
Sr. Civil Engineer	\$ 210.00
Sr. Structural Engineer	\$ 210.00
Sr. Mechanical Engineer	\$ 210.00
Sr. Electrical Engineer	\$ 210.00
Civil Engineer	\$ 165.00
Structural Engineer	\$ 165.00
Mechanical Engineer	\$ 155.00
Electrical Engineer	\$ 155.00
Plumbing Engineer	\$ 155.00
Engineer Intern	\$ 115.00
Sr. Landscape Architect	\$ 170.00
Landscape Architect	\$ 130.00
Landscape Architect Intern	\$ 100.00
Sr. Planner	\$ 185.00
Planner	\$ 165.00
Planner Intern	\$ 120.00
Sustainability Professional	\$ 150.00
Sr. Designer	\$ 155.00
Designer	\$ 135.00
Sr. CADD Technician	\$ 130.00
CADD Technician	\$ 110.00

Survey

Survey Manager	\$ 195.00
Sr. Project Surveyor	\$ 155.00
Project Surveyor	\$ 145.00
Field Coordinator	\$ 130.00
Sr. Survey Technician	\$ 110.00

Survey Crews

1-Person Survey Crew	\$ 105.00
2-Person Survey Crew	\$ 150.00
3-Person Survey Crew	\$ 175.00

Construction

Construction Manager	\$ 195.00
Resident Engineer	\$ 155.00
Sr. Resident Project Representative	\$ 165.00
Resident Project Representative	\$ 140.00

Administrative

Sr. Project Support	\$ 100.00
Project Support	\$ 80.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

Note: New rates will be established each February 1st to reflect cost of living salary adjustments.

Certificate Of Completion

Envelope Id: BE0AC4419BE440C5932004956827A16D	Status: Sent
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Source Envelope:	
Document Pages: 30	Signatures: 2
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 6	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Rebecca Hunter
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	rebecca.hunter@cityofdenton.com
	IP Address: 10.102.101.11

Record Tracking

Status: Original	Holder: Rebecca Hunter	Location: DocuSign
10/3/2017 12:04:52 PM	rebecca.hunter@cityofdenton.com	


Signer Events

Signer Events	Signature	Timestamp
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Assistant Purchasing Manager		Signed: 10/3/2017 1:15:43 PM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

John Anthony Sosebee, P.E.
tsosebee@huitt-zollars.com
Senior Vice President
Security Level: Email, Account Authentication (Optional)

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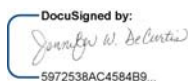
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ID: 165a96fa-bfc7-4b19-936e-41b6e8cf7d4a

Jennifer DeCurtis
jennifer.decurtis@cityofdenton.com
Deputy City Attorney
City of Denton
Security Level: Email, Account Authentication (Optional)

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Electronic Record and Signature Disclosure:

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Julia Winkley
julia.winkley@cityofdenton.com
Contracts Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (Optional)

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

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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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		

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Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Chad Allen chad.allen@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Annie Bunger Annie.Bunger@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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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..

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, 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.