

ORDINANCE NO. 2017-010

AN ORDINANCE OF THE CITY OF DENTON, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR DETAILED DESIGN AND ENGINEERING SERVICES WITH GRAHAM ASSOCIATES, INC. RELATING TO THE WIDENING OF AND IMPROVEMENT OF BONNIE BRAE ROAD FROM INTERSTATE HIGHWAY 35 EAST TO NORTH OF SCRIPTURE ROAD IN AN AMOUNT NOT-TO-EXCEED \$900,256.25; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 6285- AWARDED TO GRAHAM ASSOCIATES, INC.).

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. That the City Manager is hereby authorized to enter into a professional service contract with Graham Associates, Inc., to provide professional engineering services for the Bonnie Brae Road Improvements and Widening project, a copy of which is attached hereto and incorporated by reference herein.


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

SECTION 3. The City Council of the City of Denton, Texas hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under File 6285 to the City Manager of the City of Denton, Texas, or his designee.

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

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

PASSED AND APPROVED this the 10 day of JANUARY, 2017.

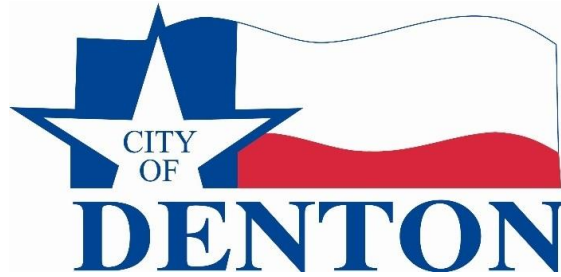

CHRIS WATTS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: Jane Richardson, Asst.

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: A. M. T. H.



DocuSign City Council Transmittal Coversheet

PSA	6285
File Name	PSA Bonnie Brae - I35 to Scripture - Graham Associates
Purchasing Contact	Karen Smith
City Council Target Date	1/10/17
Contract Value	\$900,256.25
Piggy Back Option	no
Contract Expiration	Ongoing until Project Completion

**PROFESSIONAL ENGINEERING SERVICES
FOR
BONNIE BRAE STREET – IH35E TO SCRIPTURE
(CONTRACT 6285)**

THIS AGREEMENT is made and entered into as of the 10th day of January, 2017, 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 Graham Associates, Inc., with its corporate office at 600 Six Flags Drive, Suite 500, Arlington, Texas 76011 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 Bonnie Brae Street – IH35E to Scripture 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 (for a more precise or comprehensive description of the Scope refer to **Exhibit 5**, Attachment E):

A. Conceptual Design Plans (Completed with previous City Contract)

Task 1: Bonnie Brae Street (From IH-35E WB Frontage Road to the transition north of Scripture Street)

B. 60% Plans for Bonnie Brae Street IH-35E WB Frontage Road to Scripture Street

Task 1: - Right-of-Way Determination for the project streets - In conformance with City standards, Design Professional shall survey, render field notes, and prepare detailed plans (right-of-way strip maps) and individual parcel exhibits for any additional right-of-way and/or easements, including temporary construction easements, needed. Design Professional shall also set control points, which shall be based on NAD-83, on both sides of the road. The required items are necessary for the acquisition of right-of-way required to construct Project. This information shall be required prior to acceptance of final construction plans. (Completed with previous City Contract)

Task 2: Bonnie Brae Street – IH-35E WB Frontage Road to the transition north of Scripture Street - At such time as Design Professional is directed by Owner, Design Professional shall prepare the following:

1. Title sheet with index of sheets.
2. Project layout.
3. Existing/proposed typical sections.
4. Plans summary sheets.
5. Plans traffic control plan.
6. Alignment sheets.

7. Plan/profile sheets for all alignments.
8. Intersection layouts.
9. Miscellaneous roadway details.
10. Drainage design.
11. Drainage area maps.
12. Hydraulic computations.
13. Water and sewer plan
14. Storm sewer plan/profiles (no laterals profiled).
15. Utility exhibits.
16. Traffic signal layouts.
17. Illumination layouts.
18. Erosion Control layouts.
19. Cross-sections.
20. Pavement Design and Geotechnical report

The preliminary plans will include water, sewer, and drainage improvements design, and preliminary work on utility relocations.

C. Final Construction Plans

Task 1: Final Design Construction Plans (90% Plans) – Bonnie Brae Street – IH-35E WB Frontage Road to the transition north of Scripture Street

1. Revise 60% Plans for Owners review comments.
2. Water and sewer profiles (if required).
3. Drainage laterals.
4. Signing layouts
5. Pavement marking layouts and delineation.
6. Bid Proposal
7. Special specifications as required.

Task 2: Right-of-Way

1. Prepare final right-of-way plans and documents for all streets on the project. (Completed with previous City Contract)

D. 100%Construction Plans, Right-of-Way, and Specifications

Task 1: 100% Bonnie Brae Street – IH-35E WB Frontage Road to the transition north of Scripture Street

1. Revise plans per Owner's review comments.
2. Revise specifications/bid documents per Owner's review comments.
3. Revise right-of-way documents per Owner's review comments.

E. Miscellaneous Requirements –

1. Design Professional shall furnish, upon request by Owner, one (1) set of film reproduces of the "Final" approved and dated plans. Design Professional shall submit an electronic copy of the drawings in a format acceptable to the Owner.
2. The Design Professional shall also prepare Record Drawings utilizing the construction plans based upon redline markups reflecting any field changes. The

Contractor shall prepare and supply the redline markups to the Design Professional after construction is complete. Design Professional shall submit one (1) set of film reproducibles and an electronic copy of the Record Drawings in a format acceptable to the Owner.

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 \$900,256.25** 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 \$472,860.00.

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, with the following amounts of the total compensation for the Basic Services for each phase of the Project:

1) Schematic Design Phase	<i>Completed with previous City Contract</i>
2) Construction Documents Phase	
60% Design	\$174,816.34
90% Design	\$119,208.01
100% Design/Specifications	<u>\$ 21,184.13</u>
Sub-total	\$315,208.48
3) Bidding Phase	\$ 36,362.93
4) Construction Phase	<u>\$121,288.59</u>
Total	\$472,860.00

2.2 ADDITIONAL SERVICES

2.2.1 For Additional Services the total compensation shall be \$407,396.25. Compensation for Additional Services shall be based on actual services authorized and performed with lump sum or maximum not to exceed subtotals depending on the service provided all as shown in **Exhibit 5**, Attachment A. The schedule for the hourly rates is attached as **Exhibit 6**.

2.2.2 Compensation for Additional Services of consultants, including additional structural, mechanical and electrical engineering services, geotechnical services, etc. shall be based on a multiple of 1.1 times the amounts billed to the Design Professional for such additional services. Right of way services shall be based on a multiple of 1.15 times the amounts billed to the Design Professional for such additional services. Right of way requires more effort on the design consultant and requires plan changes as part of the process.

2.3 REIMBURSABLE EXPENSES Reimbursable Expenses shall be a multiple of 1.05 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 \$20,000.00 without the prior written approval of the Owner. This amount does not

include appraisals, escrow fees, abstract fees, title fees, FEMA review 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 365 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 City of Denton Insurance Requirements for Consultants/Contractors.
- 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 – Projected Plan Sheets
 - Attachment C – Organizational Chart
 - Attachment D – Estimate of Construction Costs
 - 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: DocuSigned by:
Howard Martin
74239C387E7423
HOWARD MARTIN
INTERIM CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: DocuSigned by:
Jennifer Walters
C5BFAFC1821946D...

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: DocuSigned by:
John Knight
C821996C2A2B439...

GRAHAM ASSOCIATES, INC.
A Corporation

BY: DocuSigned by:
Mark Burckhard
3942461B9541084A74
MARK BURCKHARD, P.E.
SENIOR VICE PRESIDENT

mburckhard@grahamcivil.com
EMAIL ADDRESS

2016-105025
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

City of Denton Contract No. 6285

Exhibit 1

Certificate of Interested Parties Electronic Filing

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

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

The contractor shall:

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

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

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:
2016-105025

Date Filed:
08/26/2016

Date Acknowledged:

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

Graham Associates, Inc.
Arlington, 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 Texas

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.

350285467 (CONTRACT 6285)

Contract for Civil Engineering Services for North Bonnie Brae Street from IH-35E to Scripture Street

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Burckhard, Mark	Arlington, 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.

Mark Burckhard

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said MARK BURCKHARD, this the 26 day of AUGUST, 2016, to certify which, witness my hand and seal of office.

Deanna L. Johnson

Signature of officer administering oath

DEANNA L. JOHNSON

Printed name of officer administering oath

NOTARY

Title of officer administering oath

Exhibit 2
CITY OF DENTON
INSURANCE REQUIREMENTS FOR
CONSULTANTS/CONTRACTORS

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

STANDARD PROVISIONS:

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

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

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal or bid. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the Consultant/Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:

- Name as additional insured the City of Denton, its Officials, Agents, Employees and volunteers.
- That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims-made form, Consultant/Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Consultant/Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than **\$500,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

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

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

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

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

[X] Automobile Liability Insurance:

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

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

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

[X] Workers' Compensation Insurance

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

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

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage

shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least combined bodily injury and property damage per occurrence with a _____ aggregate.

☒ **Professional Liability Insurance**

Professional liability insurance with limits not less than \$1,000,000.00 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

☐ **Environmental Liability Insurance**

Environmental liability insurance for \$1,000,000 to cover all hazards contemplated by this contract.

☐ **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

☐ **Builders' Risk Insurance**

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

☐ **Commercial Crime**

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

☐ **Additional Insurance**

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

Exhibit 3**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.

Mark Burckhard

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.

Frank G. Payne

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.

Civil Engineering Consulting Engineer for the City of Denton

4 ☒ I have no Conflict of Interest to disclose.

5 

Signature of vendor doing business with the governmental entity

11/11/2016

Date

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

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

2.2 SCHEMATIC DESIGN PHASE

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

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

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

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

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

2.3 DESIGN DEVELOPMENT PHASE

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

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

2.4 CONSTRUCTION DOCUMENTS PHASE

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

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

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

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

2.5 CONSTRUCTION CONTRACT PROCUREMENT

2.5.1 The Design Professional, following the Owner's approval of the Construction Documents and of the latest preliminary detailed estimate of Construction Cost, shall assist the Owner in procuring a construction contract for the Project through any procurement method that is legally applicable to the Project including without

limitation, the competitive sealed bidding process. Although the Owner will consider the advice of the Design Professional, the award of the construction contract is in the sole discretion of the Owner.

2.5.2 If the construction contract amount for the Project exceeds the total construction cost of the Project as set forth in the approved Detailed Statement of Probable Construction Costs of the Project submitted by the Design Professional, then the Design Professional, at its sole cost and expense, will revise the Construction Documents as may be required by the Owner to reduce or modify the quantity or quality of the work so that the total construction cost of the Project will not exceed the total construction cost set forth in the approved Detailed Statement of Probable Construction Costs.

2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

of materials, systems or equipment is required by the Contract Documents, the Design Professional shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

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

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

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

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

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

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

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

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

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

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

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

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

3.3 CONTINGENT ADDITIONAL SERVICES

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

1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or
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, unless such fixed limit has been agreed upon in writing and signed by the parties thereto. If such a fixed limit has been established, the Design Professional shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

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

ARTICLE 6 OWNERSHIP AND USE OF DOCUMENTS

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

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

ARTICLE 7 TERMINATION, SUSPENSION OR ABANDONMENT

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

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

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

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

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

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

ARTICLE 8 PAYMENTS TO THE DESIGN PROFESSIONAL

8.1 DIRECT PERSONNEL EXPENSE

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

8.2 REIMBURSABLE EXPENSES

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

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

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

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

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

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

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

8.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

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

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

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

8.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

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

8.5 PAYMENTS WITHHELD No deductions shall be made from the Design Professional's compensation on account of penalty, liquidated 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.

ARTICLE 9 INDEMNITY

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

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.



Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS

TBPE FIRM F-1191/TBPLS-FIRM 101538-00

Exhibit 5
The Design Professional's Proposal

November 11, 2016

Mr. Frank Payne, P.E.
City Engineer
City of Denton
901-A Texas Street
Denton, Texas 76209

RE: Proposal for Professional Services - Engineering Design of North Bonnie Brae Road
from
IH-35E WB Frontage Road to Scripture Street

Dear Mr. Payne:

Graham Associates is pleased to present this proposal to provide professional services for the survey, right-of-way acquisition, design, and construction administration to widen and improve North Bonnie Brae Road from IH-35E WB Frontage Road to Scripture Street.

Our staff and sub-consultants proposed for the project are shown in the attached organizational chart (Attachment C). The summary of fees is shown in Attachment A, which includes both basic and additional services. The estimate of construction costs for North Bonnie Brae is shown in Attachment D. The proposed scope of services and deliverables are shown in Attachment E. Proposed schedules are shown attached as Exhibit 3. The schedule of rates is attached as Exhibit 4.

Graham Associates shall comply with the City of Denton's "General Conditions to Agreement for Architectural or Engineering Services". Our firm shall also meet or exceed the insurance requirements of Denton including a \$3 million professional liability insurance policy.

Payment for Basic Services listed in Exhibit 3 shall be made monthly based on proportion of services performed within each phase of work. Payment for Additional Services and reimbursable expenses listed in Attachment A shall be made monthly based on statement of services rendered or expenses incurred.

Please contact me if you need further information.

Respectfully Submitted,

Mark Burckhard, P.E.
Senior Vice President
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Summary of Engineering Fees
North Bonnie Brae Road - I.H. 35E Northbound Frontage Road to Scripture
Exhibit 5, Attachment A
November 2016

Basic Services	FEE	Phase I North Bonnie Brae IH 35E to Scripture
1) Project Meetings / Exhibits		\$23,315.00
2) Construction Plans (60%, 90%, 100%)		\$347,455.00
3) North Bonnie Brae Traffic Control		\$21,775.00
4) Utility Coordination		\$8,415.00
5) Quality Assurance/Quality Control		\$4,245.00
6) Bidding/Construction Administration		\$67,655.00
TOTAL BASIC SERVICES		\$472,860.00

Summary of Engineering Fees
North Bonnie Brae Road - L.H. 35E Northbound Frontage Road to Scripture
Exhibit 5, Attachment A
November 2016

Additional Services		FEE	Phase I North Bonnie Brae IH 35E to Scripture
1)	Design Surveying		\$9,360.00
2)	U.S.A.C.E. 404 Permitting		\$1,650.00
3)	Traffic Signal Design		\$99,000.00
4)	Geotechnical Analysis for Design		\$11,500.50
5)	Right-of-Way (Phase I Contract)		\$0.00
6)	Environmental Assessment (Phase I Contract)		\$0.00
7)	Additional Services Contract Administration		\$182,400.00
8)	Right of Way Acquisition Services a) IH-35E to Scripture Transition b) Scripture Transition to US 380		\$0.00 \$0.00
9)	Geotechnical Materials and Construction Testing		\$43,485.75
10)	SUE Pot Holing (Vacuum Truck, Surveying)		\$50,000.00
11)	Coordination with other Engineers, Water Transmission Main		\$10,000.00
TOTAL ADDITIONAL SERVICES			\$407,396.25
REIMBURSABLE EXPENSES			\$20,000.00
TOTAL FEES			\$427,396.25

[illegible]

Project Summary	
Total Basic Services	\$ 472,890.00
Total Additional Services	\$ 427,389.25
Total Project Cost	\$ 899,279.25

Task No.	Task Description	Labor (hours)												Total Labor Cost	Expense			Task Sub Total						
		Principal Engineer	Senior Engineer	Registrar Surveyor	Registrar Hydrologist	Registrar Engineer	Grad Engineer	Senior Design Tech	Survey Coordin.	Grad Hydrologist	Tech IV	Tech III	Tech II		Tech I	3 Man Survey	2 Man Survey		CADD	Clerical	Subconsultant		Travel	Reproduction
																					SUB	GAI		
Rate		\$180	\$440	\$145	\$130	\$125	\$110	\$110	\$110	\$110	\$110	\$85	\$75	\$60	\$540	\$120	\$25	\$35	\$0	\$0	\$0	\$0	\$0	\$0
1.0	Design Surveying	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
1.1	Field Collection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
1.1	Boundary Search	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
1.2	Topographic Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
1.3	Topographic Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
1.4	Topographic Field	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
1.5	Boundary Office Work	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
2.0	U.S.A.C.E. 404 Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$1,500	\$150	\$0	\$1,650
3.0	Traffic Signal Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$50,000	\$5,000	\$0	\$55,000
4.0	Geotechnical Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$10,450	\$1,045.50	\$0	\$11,495.50
7.0	Construction Administration	0	155	0	0	160	295	0	0	110	0	0	0	0	0	0	22	0	\$182,400	\$0	\$182,400	\$0	\$0	\$182,400
7.1	Part Time Inspector	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$78,000	\$0	\$78,000	\$0	\$0	\$78,000
7.2	Shop Drawings	0	10	0	0	15	0	0	0	780	0	0	0	0	0	0	0	0	\$3,050	\$0	\$3,050	\$0	\$0	\$3,050
7.3	Plan Changes & As Buils	0	100	0	0	160	250	0	0	280	0	0	0	0	0	0	22	0	\$90,050	\$0	\$90,050	\$0	\$0	\$90,050
7.4	Permit Requests	0	35	0	0	40	0	0	0	40	0	0	0	0	0	0	0	0	\$8,900	\$0	\$8,900	\$0	\$0	\$8,900
7.5	Completion	0	10	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	\$2,400	\$0	\$2,400	\$0	\$0	\$2,400
8.0	ROW Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
8.1	IN-USE to Scrpture	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
8.2	Scrpture to US 340	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
8.0	Geotech Metls & Inspection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
10.0	SUE Potholing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$39,532.50	\$3,953.25	\$0	\$0	\$43,485.75
11.0	Coordination with Others	2	30	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	\$8,000	\$44,000	\$6,000	\$0	\$0	\$58,000
	Table	2	193	8	0	168	271	8	4	0	1,132	10	0	0	26	29	40	100	\$10,000	\$10,000	\$17,000	\$0	\$0	\$407,388.25

Exhibit 5 - Attachment B

ESTIMATED SHEET TOTALS

<u>Sheet Description</u>	<u>IH-35E to Scripture St Number of Sheets</u>
Cover Sheet	1
General Notes	1
Quantity Sheets	7
Survey Control Layout	4
Typical Sections	5
Erosion Control	4
Erosion Control Details	4
Traffic Control	23
Paving Plan/Profiles	12
Intersection Grading Plan	1
Driveways	2
Retaining Walls	1
Drainage Area Map	1
Runoff Computations	1
Inlet Computations	1
Storm Drainage Computations	1
Drainage Plan/Profiles	13
Drainage Laterals	2
Street Lights	4
Pavement Markings & Signage	4
Traffic Signals	49
Water Plan/Profiles	8
Sanitary Sewer Plan/Profiles	8
Details	45

Subtotal Number of Sheets = 202

Cross-Section Plans

Cover	1
Cross-Sections	28

Subtotal Number of Sheets = 29

Total Number of Sheets = 231

**EXIBHIT 5
ATTACHMENT D**

**Bonnie Brae Street
IH-35E to Scripture St.
Summary of Construction Costs
October 2, 2015**

Paving, Traffic Control, Erosion Control, Retaining Walls	\$ 3,853,184.80
Traffic Signals	\$ 825,000.00
Drainage	\$ 1,097,537.50
Street Lights	\$ 220,547.00
Pavement Markings	\$ 43,904.00
Water	\$ 719,360.00
Sewer	<u>\$ 374,825.00</u>
Total	\$ 7,134,358.30

**EXIBHIT 5
ATTACHMENT D**

**Bonnie Brae Street
IH-35E to Scripture St.
Summary of Construction Costs
October 2, 2015**

Paving, Traffic Control, Erosion Control, Retaining Walls	\$ 3,853,184.80
Traffic Signals	\$ 825,000.00
Drainage	\$ 1,097,537.50
Street Lights	\$ 220,547.00
Pavement Markings	\$ 43,904.00
Water	\$ 719,360.00
Sewer	<u>\$ 374,825.00</u>
Total	\$ 7,134,358.30

PAVING
Bonnie Brae Street
IH-35E to Scripture St
February 9, 2015

Item	Description	Quantity	Unit	Unit Price	Item Cost
1	Preparing Right of Way	41	STA	\$ 2,500.00	\$ 102,500.00
2	Excavation	28,472	C.Y.	\$ 8.00	\$ 227,776.00
3	Embankment	11,389	C.Y.	\$ 4.00	\$ 45,556.00
4	Backfill	41	STA	\$ 90.00	\$ 3,690.00
5	Topsoil	18,176	S.Y.	\$ 0.75	\$ 13,632.00
6	Block Sodding	15,346	S.Y.	\$ 1.80	\$ 27,622.80
7	Seeding	2,830	S.Y.	\$ 0.30	\$ 849.00
8	Lime Slurry	725	TON	\$ 150.00	\$ 108,750.00
9	Lime Treatment 12"	36,257	S.Y.	\$ 3.50	\$ 126,899.50
10	Concrete Pavement 6" Drives	1,565	S.Y.	\$ 55.00	\$ 86,075.00
11	Concrete Pavement 10" Cross Streets	3,847	S.Y.	\$ 50.00	\$ 192,350.00
12	Concrete Pavement 11" Bonnie Brae	30,804	S.Y.	\$ 55.00	\$ 1,694,220.00
13	2" Type "C" ACP	2,225	S.Y.	\$ 22.50	\$ 50,062.50
14	4" Type "B" ACP	2,225	S.Y.	\$ 30.00	\$ 66,750.00
15	Concrete Street Header	360	L.F.	\$ 7.00	\$ 2,520.00
16	Barricades, Signs, & Traffic Handling	24	MO	\$ 4,500.00	\$ 108,000.00
17	Stamped Concrete	1,617	S.Y.	\$ 85.00	\$ 137,445.00
18	Retaining Wall (spreadfooting) w/Formliner	1,500	S.F.	\$ 60.00	\$ 90,000.00
19	Mono Curb	14,450	L.F.	\$ 2.50	\$ 36,125.00
20	Sidewalks	4,835	S.Y.	\$ 50.00	\$ 241,750.00
21	Hike/Bike Trail	4,500	S.Y.	\$ 50.00	\$ 225,000.00
22	Curb Ramps	24	EA.	\$ 1,500.00	\$ 36,000.00
23	Erosion Control SWPPP	1	L.S.	\$ 75,000.00	\$ 75,000.00
24	Capital Improvement Signs	3	EA.	\$ 750.00	\$ 2,250.00
25	Remove Curb & Gutter	9,700	L.F.	\$ 1.90	\$ 18,430.00
26	Remove Existing Paving Asphalt	22,322	S.Y.	\$ 6.00	\$ 133,932.00

TOTAL \$ 3,853,184.80

Since Graham Associates, Inc. has no control over the costs of labor, materials or equipment, or over contractor's methods of determining prices, or over competitive bidding or market conditions, this opinion of probable cost is made on the basis of our professional experience and represents our best judgment as a firm familiar with the construction industry. We cannot guarantee that proposals, bids or the project costs will not vary from the opinion of probable cost prepared by Graham Associates.



Mark Burckhard
2/09/2015

TRAFFIC SIGNALS
Bonnie Brae Street
IH-35E to Scripture St
February 9, 2015

ITEM	DESCRIPTIONS	QUANTITY	UNITS	UNIT PRICE	ITEM COST
1	Permanent Traffic Signals	3	EA.	\$ 225,000.00	\$ 675,000.00
	Oak, Hickory, Scripture				
2	Temporary Signals- Oak, Hickory	2	EA.	\$ 75,000.00	\$ 150,000.00
				TOTAL	\$ 825,000.00

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Mark Burckhard
 2/09/2015

DRAINAGE
Bonnie Brae Street
IH-35E to Scripture St
February 9, 2015

Item	Description	Quantity	Unit	Unit Price	Item Cost
1	18" RCP (CL III)	755	L.F.	\$ 49.00	\$ 36,995.00
2	21" RCP (CL III)	160	L.F.	\$ 54.00	\$ 8,640.00
3	24" RCP (CL III)	650	L.F.	\$ 59.00	\$ 38,350.00
4	27" RCP (CL III)	720	L.F.	\$ 75.00	\$ 54,000.00
5	30" RCP (CL III)	250	L.F.	\$ 71.00	\$ 17,750.00
6	33" RCP (CL III)	350	L.F.	\$ 78.00	\$ 27,300.00
7	36" RCP (CL III)	1,050	L.F.	\$ 88.00	\$ 92,400.00
8	39" RCP (CL III)	455	L.F.	\$ 96.00	\$ 43,680.00
9	42" RCP (CL III)	90	L.F.	\$ 104.00	\$ 9,360.00
10	45" RCP (CL III)	1,120	L.F.	\$ 112.50	\$ 126,000.00
11	54" RCP (CL III)	325	L.F.	\$ 148.00	\$ 48,100.00
12	10' Recessed Curb Inlet	4	EA.	\$ 3,900.00	\$ 15,600.00
13	12' Recessed Curb Inlet	4	EA.	\$ 4,200.00	\$ 16,800.00
14	16' Recessed Curb Inlet	11	EA.	\$ 4,750.00	\$ 52,250.00
15	20' Recessed Curb Inlet	8	EA.	\$ 5,200.00	\$ 41,600.00
16	Y - Inlet	2	EA.	\$ 4,000.00	\$ 8,000.00
17	Manhole Type 1	19	EA.	\$ 5,250.00	\$ 99,750.00
18	Junction Box Type 1	9	EA.	\$ 8,000.00	\$ 72,000.00
19	Trench Safety	5,925	L.F.	\$ 1.50	\$ 8,887.50
20	"FW" Wingwalls	2	EA.	\$ 9,000.00	\$ 18,000.00
21	5" Concrete Rip Rap	500	S.Y.	\$ 75.00	\$ 37,500.00
22	Remove Existing Storm Pipe	4,261	L.F.	\$ 25.00	\$ 106,525.00
23	Remove Existing Manhole	12	EA.	\$ 900.00	\$ 10,800.00
24	Remove Existing Curb Inlet	18	EA.	\$ 1,100.00	\$ 19,800.00
25	Concrete Pavement Repair	1,590	L.F.	\$ 55.00	\$ 87,450.00

TOTAL \$ 1,097,537.50

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Mark Burckhard
2/09/2015

STREET LIGHTS
Bonnie Brae Street
IH-35E to Scripture St
February 9, 2015

Item	Description	Quantity	Unit	Unit Price	Item Cost
1	35' White Concrete Street Light Pole	25	EA.	\$ 3,200.00	\$ 80,000.00
2	Pull Box	18	EA.	\$ 650.00	\$ 11,700.00
3	2" PVC Conduit	5,500	L.F.	\$ 4.15	\$ 22,825.00
4	2" Rigid Metal Conduit	300	L.F.	\$ 6.75	\$ 2,025.00
5	Street Light Pole Foundation	25	EA.	\$ 788.00	\$ 19,700.00
6	250 Watt Cobrahead Fixture	25	EA.	\$ 975.00	\$ 24,375.00
7	Electrical Service	3	EA.	\$ 4,000.00	\$ 12,000.00
8	#4 Bare Street Light Conductor	5,880	L.F.	\$ 2.45	\$ 14,406.00
9	#4 Insulated Street Light Conductor	11,760	L.F.	\$ 2.85	\$ 33,516.00

TOTAL \$ 220,547.00

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Mark Burckhard
2/09/2015

PAVEMENT MARKINGS**Bonnie Brae Street****IH-35E to Scripture St****February 9, 2015**

Item	Description	Quantity	Unit	Unit Price	Item Cost
1	Type IB Double Line	550	L.F.	\$ 3.00	\$ 1,650.00
2	Type IIIA Barrier Line	2,400	L.F.	\$ 2.00	\$ 4,800.00
3	Type IVA Barrier Line	1,740	L.F.	\$ 3.20	\$ 5,568.00
4	Type IA Broken Line	6,990	L.F.	\$ 1.50	\$ 10,485.00
5	Type VA Stop Bar	535	L.F.	\$ 6.50	\$ 3,477.50
6	Type IA Broken Line C/R RPM	88	EA.	\$ 4.50	\$ 396.00
7	Type IIIA Barrier Line C/R RPM	240	EA.	\$ 4.50	\$ 1,080.00
8	Type IB Double Line A/A RPM	55	EA.	\$ 4.50	\$ 247.50
9	Small Sign Assembly	27	EA.	\$ 600.00	\$ 16,200.00

TOTAL \$ 43,904.00

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Mark Burckhard
2/09/2015

WATER
Bonnie Brae Street
IH-35E to Scripture St
February 9, 2015

Item	Description	Quantity	Unit	Unit Price	Item Cost
1	6" PVC Water Line	500	L.F.	\$ 33.75	\$ 16,875.00
2	8" PVC Water Line	1,090	L.F.	\$ 39.75	\$ 43,327.50
3	10" PVC Water Line	110	L.F.	\$ 41.00	\$ 4,510.00
4	16" PVC Water Line	4,100	L.F.	\$ 48.00	\$ 196,800.00
5	Standard Fire Hydrant	25	EA.	\$ 2,300.00	\$ 57,500.00
6	6" Gate Valve	25	EA.	\$ 650.00	\$ 16,250.00
7	8" Gate Valve	10	EA.	\$ 1,000.00	\$ 10,000.00
8	10" Gate Valve	1	EA.	\$ 1,600.00	\$ 1,600.00
9	16" Gate Valve	20	EA.	\$ 2,100.00	\$ 42,000.00
10	2" Air Release Valve	3	EA.	\$ 6,500.00	\$ 19,500.00
11	6" Blow Off Valve	3	EA.	\$ 8,250.00	\$ 24,750.00
12	Salvage Fire Hydrant	7	EA.	\$ 262.50	\$ 1,837.50
13	2" Water Service (Short)	27	EA.	\$ 975.00	\$ 26,325.00
14	2" Water Service (Long)	10	EA.	\$ 2,100.00	\$ 21,000.00
15	Driveway Repair	330	L.F.	\$ 12.00	\$ 3,960.00
16	Rock Cushion	100	C.Y.	\$ 50.00	\$ 5,000.00
17	Sodding	450	L.F.	\$ 1.50	\$ 675.00
18	Connect to Exist Water Line	12	EA.	\$ 1,500.00	\$ 18,000.00
19	Ductile Iron Fittings	15	TN.	\$ 7,500.00	\$ 112,500.00
20	Trench Safety	5,800	L.F.	\$ 1.50	\$ 8,700.00
21	Temporary Pavement Repair	3,530	L.F.	\$ 25.00	\$ 88,250.00

TOTAL \$ 719,360.00

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Mark Burckhard
2/09/2015

SEWER
Bonnie Brae Street
IH-35E to Scripture St
February 9, 2015

Item	Description	Quantity	Unit	Unit Price	Item Cost
1	8" PVC Sewer Pipe	2110	L.F.	\$ 30.00	\$ 63,300.00
2	10" PVC Sewer Pipe	110	L.F.	\$ 36.00	\$ 3,960.00
3	15" PVC Sewer Pipe	600	L.F.	\$ 60.00	\$ 36,000.00
4	24" PVC Sewer Pipe	795	L.F.	\$ 110.00	\$ 87,450.00
5	Manhole	18	EA.	\$ 6,000.00	\$ 108,000.00
6	Extra Depth Manhole	100	V.F.	\$ 250.00	\$ 25,000.00
7	Trench Safety	3615	L.F.	\$ 3.00	\$ 10,845.00
8	Temporary Pavement Repair	500	L.F.	\$ 25.00	\$ 12,500.00
9	Concrete Encasement	290	L.F.	\$ 22.50	\$ 6,525.00
10	Remove Exist. Manhole	8	EA.	\$ 700.00	\$ 5,600.00
11	Tie to Exist S.S.	5	EA.	\$ 1,100.00	\$ 5,500.00
12	Rock Cushion	100	C.Y.	\$ 50.00	\$ 5,000.00
13	Sodding	2430	L.F.	\$ 1.50	\$ 3,645.00
14	Abandon Exist M.H.	3	EA.	\$ 500.00	\$ 1,500.00

TOTAL \$ 374,825.00

Since Graham Associates, Inc. has no control over the costs of labor, materials or equipment, or over contractor's methods of determining prices, or over competitive bidding or market conditions, this opinion of probable cost is made on the basis of our professional experience and represents our best judgment as a firm familiar with the construction industry. We cannot guarantee that proposals, bids or the project costs will not vary from the opinion of probable cost prepared by Graham Associates.



Mark Burckhard
2/09/2015

EXHIBIT 5
ATTACHMENT E

**SCOPE OF SERVICES, DELIVERABLES AND RESPONSIBILITIES OF OWNER
NORTH BONNIE BRAE STREET IMPROVEMENTS
FOR THE CITY OF DENTON**

GENERAL: The City of Denton Bonnie Brae Street Improvements Project (the Project) will include preparation of construction plans and bid documents, opinions of probable construction costs, identification of right-of-way requirements and necessary ROW acquisitions, Owner utility relocation, franchise utility relocation coordination, permitting and construction phase services.

ARTICLE I

BASIC SERVICES: GAI shall render the following professional services in connection with the development of the Project:

F. Conceptual Design (Already Completed by separate contract)

G. Preliminary Design (60%) - Upon review of the 30% plans by the Owner, GAI will prepare preliminary construction plans as follows:

1. Prepare preliminary paving plan and profile sheets showing curb lines, driveways, elevations at all points of vertical intersection and point of intersections in the paving plan; typical sections; cross sections; high and low points, vertical curve information, and pertinent AASHTO calculations.
2. Prepare a Pavement Design Report documenting the existing soil conditions and providing pavement design recommendations based on (at a minimum) a 40-year design life, 10% truck loading and traffic volumes as agreed upon with the Owner.
3. Prepare preliminary drainage sheets including drainage area maps, plan and profiles, and hydraulic computations.
4. Initiate coordination of utility relocations with utility owners, and prepare preliminary design of relocations of affected City water and sewer lines. GAI shall provide the design for the relocation of conflicting water and wastewater utilities.
5. Prepare plan/profile and construction details for retaining walls and necessary shoring design.
6. Prepare Construction Phasing Plan including pavement phasing, transition segments, and construction detour plans. Develop construction phasing typical cross sections at key locations.
7. Prepare traffic control plans based on the construction phasing in accordance with AASHTO and the City of Denton.

8. Prepare a preliminary estimate of probable construction cost and submit with four (4) sets of plans for review.
9. Meet with the Owner to discuss the preliminary design. GAI assumes that we will meet with the Owner three (3) times during the preliminary design phase.
10. Submit preliminary plans to utility companies for review and comment. Attend a preliminary coordination meeting with the franchise utility companies.
11. GAI will attend a coordination meeting with TxDOT to coordinate plan approval and permits for the project for the IH-35E Frontage Road.

H. Final Design - Following Owner approval of preliminary plans, GAI shall prepare final plans with the following additional tasks:

1. Prepare final construction drawings for paving, bridge, MSE retaining walls, drainage, traffic signal, at grade railroad crossings and City utility improvements.
2. This includes the final preparation of plans, specifications, and estimates.
 - a) Final Design Submittal
 - (i) Provide final hydraulic models to reflect 90% roadway design.
 - (ii) Update the following sheets as necessary for 90% submittal:
 - (1) Drainage Area Maps
 - (2) Final Hydraulic Computations
 - (3) Final Drainage Layouts
 - (4) Detail Sheets (special and standard details)
 - (5) Notes
 - (6) Final grading layouts
 - (7) Quantities for bid proposal
3. Prepare final technical specifications and bid documents for the project, including bid proposal forms (project quantities) of the improvements to be constructed. This Scope of Services assumes that the project will be prepared using standard bid documents provided by GAI.
4. Provide quality control by independent review of plans and specifications by Senior Engineer, not on the design team.
5. Prepare a final opinion of probable construction cost based on recent project unit bid prices.

6. Furnish four (4) sets of drawings for review by the Owner at the 60% and 90% design stages, and meet with the Owner to review and discuss the plans. The review meetings will be conducted to address review comments and to take action on items to produce the final construction documents. GAI assumes that we will meet with the Owner three (3) times during each part of the final design phase (60% and 90%).
- I. Bidding and Construction Administration Phase – Assist Owner in securing bids. Issue a Notice to Bidders to prospective contractors in GAI's database of prospective bidders, and to selected plan rooms. Provide a copy of the Notice to Bidders for Owner to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by the Owner. GAI will prepare two (2) separate bid packages for the project, with the following to be provided for each bid package.
1. Print thirty (30) sets of 11" x 17" Plans and Bid Documents and distribute to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders.
 2. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
 3. Attend one pre-bid meeting to answer questions related to the bid documents.
 4. Assist Owner in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder. Recommend award of contract or other actions as appropriate to be taken by the Owner.
 5. Assist Owner in the preparation of Construction Contract Documents. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidder's bid documents, legal documents, and addenda bound in the documents for execution by the Owner and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Owner with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
 6. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
 7. Attend one (1) pre-construction meeting per bid project to discuss the project schedule for construction.
 8. GAI design team staff will make (24) visits to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the construction contract documents. In this effort GAI will endeavor to protect the Owner against defects and deficiencies

in the work of Contractor and will report any observed deficiencies to the Owner.

9. Review Contractor shop drawings and other project related submittals. Notify the Contractor of non-conforming work observed during site visits. Review quality related documents provided by the Contractor such as test reports, equipment installation reports or other documentation required by the construction contract documents.
10. Interpret the drawings and specifications for the Owner and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications are an additional service.
11. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of Contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the Contractor or available in project documentation.
12. Revise the construction drawings in accordance with the information furnished by Contractor reflecting changes in the project made during construction. One (1) set of mylar reproducible prints of "Record Drawings" and electronic files shall be provided by GAI to the Owner for each set of construction drawings.

ARTICLE II

ADDITIONAL SERVICES (DESIGN PHASE):

A. Design Surveying

1. Provide miscellaneous topographic survey of the project need for final design or changes to site since conceptual surveying was done.

B. Hydraulic Analysis Services - The drainage design services for this project are broken up into two phases: preliminary and final design. Preliminary design includes a drainage study and alternatives analysis for all cross-drainage associated with the roadway, including culverts. Final design includes preparations of plans, and specifications.

1. Preliminary Phase

GAI shall perform hydrologic and hydraulic computations to develop preliminary sizing of drainage structures for each of the creek crossings. The deliverable of this phase shall be a drainage study to serve as the basis for final design of the drainage structures. As part of this phase, GAI shall perform the following tasks:

- a) Meetings - GAI shall plan, coordinate, attend, facilitate, and document meetings, as required, to discuss and coordinate

various aspects of the project. Up to three (3) meetings are anticipated as part of the preliminary phase.

- b) Data Collection – In addition to data provided by Owner, GAI will research and obtain pertinent information necessary for drainage study including the following:
 - (i) Perform a site visit to verify location and condition of existing drainage structures and observe local drainage patterns of the project alignment.
 - (ii) Obtain effective hydrologic and hydraulic models from FEMA and Owner for each of the creek crossings.
 - (iii) Existing drainage masterplans and hydraulic models as available from the Owner.
 - (iv) USDA soils information, land use maps, and other GIS data necessary for hydrologic computations.
 - (v) Digital aerial topographic and photographic information, latest edition available.
 - (vi) Coordinate with Surveyor to obtain final layout of surveyed cross-sections for hydraulic modeling.
- c) Hydrology and Hydraulics – GAI shall develop existing and proposed conditions hydrologic and hydraulic models of the existing conditions drainage structures, as needed. GAI will utilize existing hydrologic studies for fully developed watershed conditions as available and applicable.
 - (i) All calculations shall follow at a minimum the standards and procedures as outlined in the Denton Drainage Criteria Manual dated February 2002.
 - (ii) Roadway geometry including horizontal and vertical alignment will be based on schematic developed by GAI.
 - (iii) Create fully developed hydrology models based on the current City of Denton land use projections using HEC-HMS for drainage areas greater than 200 acres. Peak discharges for drainage areas less than 200 acres will be calculated using the Rational Method.
 - (iv) Create existing conditions hydraulic models using HEC-RAS and Culvertmaster for existing culvert crossings along the project alignment.

C. Traffic Signals

1. Prepare permanent traffic signal plans for I.H. 35, Bonnie Brae Street with IH 35E west bound frontage road, West Hickory Street, West Oak Street, and Scripture Street. The construction plans shall include:

- a) Signal Layouts
- b) Phase Diagrams
- c) Wiring Diagrams
- d) Quantities and Charts
- e) Standard Details
- f) Specifications

2. Temporary traffic signals shall be provided for the I.H. 35E westbound frontage road West Hickory Street, and West Oak Street. The construction plans shall include:

- a) Temporary signal layouts
- b) Quantities and Charts
- c) Standard Details

B. Geotechnical Engineering and Pavement Design (LandTec)

1. Pavement and Utility Borings: Drill 20 borings to depths of 5 feet. (Estimate 100 linear feet of drilling). Borings from bridge and retaining wall will supplement the pavement and utility borings.
2. Obtain soil samples and perform Texas Cone Penetrometer (TCP) and Split Spoon Tests (SPT) as appropriate for the soils encountered.
3. Perform Dynamic Cone Penetrometer (DCP) tests to evaluate pavement subgrade strength and develop California Bearing Ratio (CBR) values; Effective Modulus of Subgrade Reaction, k , values, and, resilient modulus values for the anticipated pavement subgrade soils.
4. Observe for groundwater seepage during drilling and record level.
5. Backfill boreholes with cuttings upon completion (not grouted).
6. Coordinate the clearance of underground utility locations in accordance with the Texas 811 One Call requirement and as-built information obtained by prime as part of the project at a minimum.
7. Coordinate with the local municipality while drilling on or adjacent to public roads, including traffic control and barricades as necessary.

8. Selected laboratory testing will be conducted on samples that are considered to be reasonably representative of the materials obtained from the field exploration. The tests will evaluate and classify the soils, identify subsurface site characteristics, and provide data for analysis. The tests include
 - a) Soil classification tests including Atterberg limits (liquid and plastic limits) and Sieve Analysis tests
 - b) Unit dry weight and moisture content tests
 - c) Unconfined Compressive Strength tests on soil and rock
 - d) Unconsolidated Undrained (UU) Triaxial strength tests
 - e) Direct Shear and/or Consolidated Undrained Strength tests
 - f) Consolidation tests
 - g) Optimum Moisture-Density Curves (Standard and/or Modified Proctors)
 - h) Swell tests
 - i) Atterberg Limits / pH series tests on pavement subgrade soils with one or more stabilization additives including Lime, Cement and Cem-Lime®.
 - j) Soluble Sulfate tests (subgrade soils upper 4 feet)
9. An engineering analysis and evaluation of the field and laboratory data will be performed for the project, based on available project concepts. Information to be provided is as follows:
 - a) Plan of borings illustrating the approximate location of each boring and scale to which the drawing is made
 - b) A log of each boring indicating the boring number, location (northing, easting and elevation as provided by Graham Associates, Inc.), depth of strata, soil description, field penetration tests including Standard Penetration tests (SPT's) and/or Texas Cone Penetrometer (TCP) , laboratory tests, and groundwater information
 - c) Description of the field exploration and laboratory testing program
 - d) Laboratory test results and analysis of results
 - e) Discussion of subsurface soil and groundwater conditions

- f) Recommendations for the retaining wall lateral earth pressures and drainage requirements
- g) Recommendations for roadway and embankment fill material including soil type, compaction and moisture content requirements, placement and testing during construction
- h) Recommendations for removal and/or improvement of soft soils (if encountered) within the floodway where embankments will be constructed
- i) Provide subgrade and pavement design for Bonnie Brae Street and sections of the intersecting streets using field and laboratory test data, traffic volume and desired pavement design life. Pavement design analysis will be performed using the AASHTO pavement design procedure, specifically using WinPAS software and will match the design procedures used for the City of Fort Worth.
- j) Two (2) copies of the geotechnical engineering report will be provided to the design team along with PDF and CD versions.

E. Subsurface Utility Engineering

1. SUE work required for this project will be conducted in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). The quality levels used on this project are as follows:
 - a. Quality Level B – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating” this quality level provides the approximate horizontal position of subsurface utilities within approximately one foot.
 - b. Quality Level A – Also known as “locating”, this quality level provides precise three dimensional (x,y,z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.

F. Additional Service Construction Administration

The Scope of Services for Part Time Resident Representation services includes (1) one part time inspector (based on 10 hours per week) for construction duration 18 months.

A. GAI shall have a Resident Project Representative on the Site. The duties, responsibilities and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:

1. Resident Project Representative is GAI's agent at the site, will act as directed by and under the supervision of GAI, and will confer with GAI regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with GAI and contractor, keeping Owner advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with full knowledge and approval of contractor. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of GAI.

B. Duties and Responsibilities of Resident Project Representative:

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedules of values prepared by contractor and consult with GAI concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

- a. Serve as GAI's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of Contract Documents; and assist GAI in serving as Owner's liaison with contractor when contractor's operations affect Owner's on-site operations.
- b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

- a. Record date of receipt of shop drawings and samples.
- b. Receive samples which are furnished at the site by contractor, and notify GAI of availability of samples for examination.
- c. Advise GAI and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by GAI.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to GAI whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise GAI of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to GAI.

6. Interpretation of Contract Documents: Report to GAI when clarifications and interpretations of the Contract Documents are needed and transmit to contractor clarifications and interpretations as issued by GAI.

7. Request for Revisions: Consider and evaluate contractor's suggestions for revisions to Drawings or Specifications and report with Resident Project

Representative's recommendations to GAI. Transmit to contractor in writing decisions as issued by GAI.

8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, GAI's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to contractor and other Project related documents.

9. Reports:

- a. Furnish to GAI periodic reports as required of progress of the work and of contractor's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
- b. Consult with GAI in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from contractor and recommend to GAI Written Amendments, Change Orders, Work Change Directives, and Field Orders.
- d. Report immediately to GAI and Owner the occurrence of any accident.

10. Payment Requests: Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to GAI for review and forwarding to Owner prior to final payment for the Work.

12. Completion:

- a. Before GAI issues a Certificate of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.

- b. Observe whether contractor has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Conduct a final inspection in the company of GAI, Owner and contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to GAI concerning acceptance.

13. Limitations of Authority of Resident Project Representative:

- a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by GAI.
- b. Shall not exceed limitations of GAI's authority as set forth in Agreement or the Contract Documents.
- c. Shall not undertake any of the responsibilities of contractor, subcontractor, suppliers, or contractor's superintendent.
- d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or contractor.
- f. Shall not accept shop drawing or sample submittals from anyone other than the contractor.
- g. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by GAI.

G. Geotechnical Materials and Construction Testing (Landtec)

Testing shall be conducted based on the latest requirements of the City of Denton and the North Central Texas Council of Governments.

Testing shall be performed for the following:

1. Site Preparation, Filling, Back Filling
2. Utilities
3. Mechanical Lime Stabilization
4. Pier Installation Monitoring
5. Concrete Testing
6. Hot Mix Asphalt Concrete Testing

ARTICLE III

EXTRA SERVICES: Extra Services to be performed by GAI, if specifically authorized in writing by Owner, which are not included in the above-described Basic and Additional Services, are described as follows:

- A. Phase II Environmental Site Assessment services in accordance with ASTM standards to identify and investigate the nature and extent of potential environmental contamination.
- B. Tree survey to comply with City of Denton tree protection ordinance.
- C. Field layouts or the furnishing of construction line and grade surveys.
- D. Legal services for eminent domain hearings.
- E. Historical structure survey for any structure that is within the proposal right-of-way that is 50+ years old will be considered an additional service.
- F. If buried features or structures are located, it may be necessary to conduct formal National Register of Historic Places testing to satisfy the THC. The costs of in-depth NRHP testing or mitigation excavation will be considered an additional service.
- G. Documenting and Recording Historic Structures.
- H. GIS mapping services or assistance with these services.
- I. Providing additional 3D renderings or revisions to existing 3D renderings of the project design.
- J. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of GAI.
- K. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- L. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator unless such litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings or hearings are caused by actions or negligence of GAI or one of its subconsultants..
- M. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with contractor(s) unless such litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with contractor(s) are caused by actions or negligence of GAI or one of its subconsultants.

- N. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT unless such litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with contractor(s) are caused by actions or negligence of GAI or one of its subconsultants. Such services, if any, shall be furnished by GAI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- O. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective construction work.
- P. Design, contract modifications, studies or analyses required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- Q. Services required to resolve bid protests or to rebid the project for any reason, unless such rebid is directly caused by actions or negligence of the engineering professional.
- R. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- S. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- T. Providing services after the completion of the construction phase not specifically listed in Article I.
- U. Providing basic or additional services on an accelerated time schedule. The scope of this service includes the cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- V. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- W. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of GAI.
- X. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- Y. Provide follow-up professional services during contractor's warranty period.
- Z. Preparation of Nationwide or Individual 404 Permit, submittal, approval, and agency fees required.

ARTICLE IV

TIME OF COMPLETION: GAI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the schedule shown as Exhibit 3 of this document.

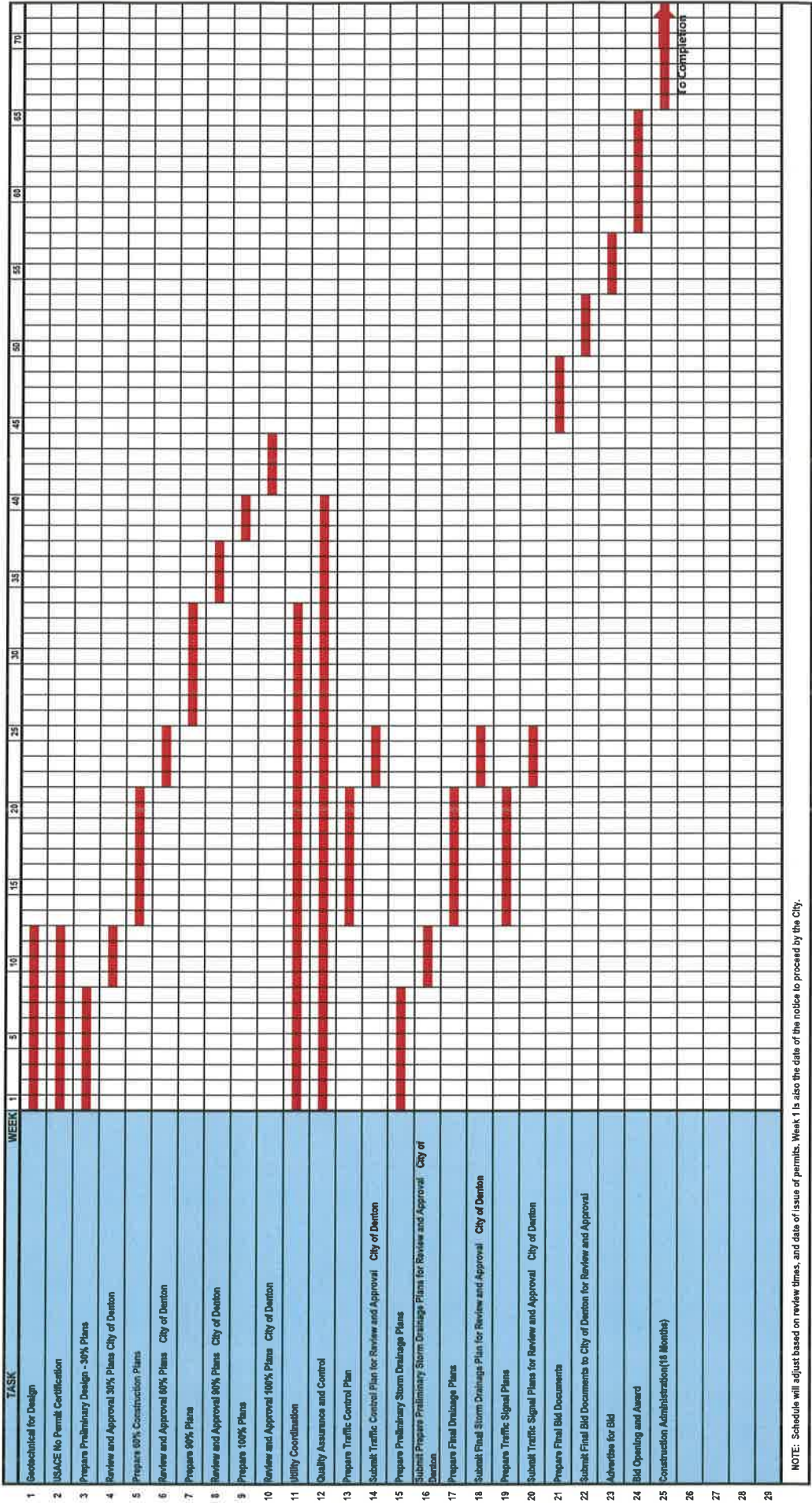
If GAI's services are delayed through no fault of GAI, GAI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to GAI, governmental approvals, etc. If the project is placed on hold by the Owner for more than six months, GAI reserves the right to negotiate additional compensation for additional services related to the delay.

ARTICLE V

RESPONSIBILITIES OF OWNER: Owner shall perform the following in a timely manner so as not to delay the services of GAI:

- A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to GAI's services for the Project.
- B. Provide all criteria and full information as to Owner's requirements for the Project, including project objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the plan.
- C. Assist GAI by placing at GAI's disposal all available information pertinent to the Project including previous reports, GIS mapping and data, and any other data relative to completion of the Project.
- D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by GAI, obtain advice of other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of GAI.
- E. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- F. Attend and take leadership role in project progress meetings and other project related meetings and attend and moderate the public meetings.
- G. Give notice to GAI whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of GAI's services, or any defect or nonconformance of the work of any contractor.
- H. Contact other departments within the City of Denton and coordinate with them to obtain record drawings of other utilities, buildings, or infrastructure as needed.

Exhibit 6
North Bonnie Brae



NOTE: Schedule will adjust based on review times, and date of issue of permits. Week 1 is also the date of the notice to proceed by the City.

NORTH BONNIE BRAE STREET EXHIBIT 7

GRAHAM ASSOCIATES, INC. ESTABLISHED HOURLY RATES OCTOBER 2016

LEGAL TESTIMONY	\$200.00
PRINCIPAL	\$180.00
SENIOR ENGINEER	\$140.00
REGISTERED PUBLIC SURVEYOR	\$135.00
SENIOR HYDROLOGIST	\$130.00
REGISTERED ENGINEER	\$125.00
GRADUATE ENGINEER	\$110.00
SENIOR DESIGN TECHNICIAN	\$110.00
SURVEY COORDINATOR	\$110.00
GRADUATE HYDROLOGIST	\$110.00
TECHNICIAN IV	\$100.00
TECHNICIAN III	\$85.00
TECHNICIAN II	\$75.00
TECHNICIAN I	\$60.00
3 MAN SURVEY CREW	\$140.00
2 MAN SURVEY CREW	\$120.00
CLERICAL	\$50.00
CADD STATION	\$25.00
OTHER DIRECT EXPENSES:	
MILEAGE	\$0.500 (MILE)
STANDARD POSTAGE	\$ 0.42 (LETTER)
OVERNIGHT MAIL-LETTER SIZE	\$16.00 EACH
OVERNIGHT MAIL- OVERSIZED BOX	\$40.00 EACH
PHOTOCOPIES B/W (8 ½" X 11")	\$ 0.10 EACH
PHOTOCOPIES B/W (11" X 17")	\$ 0.20 EACH
PHOTOCOPIES COLOR (8 ½" X 11")	\$ 0.20 EACH
PHOTOCOPIES COLOR (11" X 17")	\$ 0.40 EACH
PLOTS (B/W BOND)	\$ 1.50 SQ FT
PLOTS (COLOR BOND)	\$ 2.50 SQ FT
PERMITTING FEES	AMOUNT CHARGED
APPLICATION FEES	AMOUNT CHARGED
COUNTY COURT PERMIT FEES	AMOUNT CHARGED
DELIVERY SERVICE	AMOUNT CHARGED



EXHIBIT 7

**LANDTEC ENGINEERS, LLC
SCHEDULE OF FEES**

Texas Engineering Firm Registration No. F-000329

PERSONNEL

Project Geotechnical Engineer	\$ 125.00/hour
Senior Geotechnical Engineer	\$ 135.00/hour
Senior Project Manager	\$ 140.00/hour
Principal Engineer	\$ 165.00/hour
Senior Engineering Consultant	\$ 175.00/hour
Registered Professional Land Surveyor	\$ 135.00/hour
Expert Witness (Deposition and Trial)	\$ Reg. Rt. x 1.5
Engineering Technician I	\$ 42.00/hour
Engineering Technician II	\$ 48.00/hour
Engineering Technician III	\$ 50.00/hour
Senior Engineering Technician	\$ 65.00/hour
Engineering Assistant/Specialist	\$ 75.00/hour
Word Processing/Clerical	\$ 50.00/hour
Drafting/CADD	\$ 75.00/hour
Field Survey	\$ 125.00/hour
Transportation (portal to portal)	\$ 0.65/mile
Transportation w/trailer (portal to portal)	\$ 0.75/mile
Minimum Transportation Charge	\$ 50.00/trip
Support Vehicle	\$ 50.00/day
Per Diem	\$ 150.00/day
Sample/Document Shipment	\$ 50.00 each
Plots/Copies	\$ 50.00/first plot;
.....	\$ 5.00 after first plot
Copies	\$ 0.10/page

DRILLING AND SAMPLING (0'-100' depth)

Drilling and Intermittent Sampling in Soil	\$ 12.00/foot
Drilling and Continuous Sampling in Soil	\$ 16.00/foot
Drilling and Continuous Sampling w/TCP test	\$ 22.50/ea
Core Drilling in Shale/Sandstone/Moderately Hard Limestone	\$ 30.00/foot
Core Drilling in Very Hard Rock	\$ 37.50/foot
Field Penetration Tests, split spoon or TCP test	\$ 35.00/each
Drilling Through Concrete	\$ 100.00/hole
Mobilization of Rig (Local)	\$ 300.00/each
Minimum Drilling fee	\$ 1250.00/each
Plug Bore Hole with Bentonite	\$ 7.50/foot

DRILLING AND SAMPLING (0'-100' depth) CONT'D

Hollow Stem Auger Drilling (3.25 I.D.) w/continuous bbl sampler	\$ 27.00/foot
Drill Rig Standby Time	\$ 185.00/hour
Clean Up and Backfill Bore Holes	\$ 50.00/each

SOIL

Atterberg Limits (liquid and plastic limits), ASTM D4318	\$ 60.00/test
Atterberg Limits with Additive	\$ 70.00/test
Percent Passing No. 200 Sieve, ASTM D 1140	\$ 35.00/test
Standard Proctor, ASTM D 698	\$ 185.00/test
Modified Proctor, ASTM D 1557	\$ 225.00/test
Tex-113-E	\$ 250.00/test
Processing Materials greater than No. 4	\$ 60.00/test
Sieve Analysis, ASTM D422	\$ 50.00/test
pH Determination	\$ 30.00/test
Soluble Sulfate, TxDOT 145E	\$ 100.00/test
Moisture Content, ASTM D433	\$ 15.00/test
Moisture Content and Unit Dry Weight	\$ 30.00/test
Hydraulic Conductivity, ASTM 5084	\$ 310.00/test
Hydraulic Conductivity, COE	\$ 250.00/test
Hydrometer Analysis	\$ 125.00/test
Specific Gravity	\$ 50.00/test
Unconfined Compressive Strength	\$ 45.00/test
Unconfined Compressive Strength (core)	\$ 60.00/test
Absorption-Pressure Swell	\$ 150.00/test
Free Swell	\$ 75.00/test
Bar Linear Shrinkage	\$ 25.00/test
California Bearing Ratio (ASTM 1883)	\$ 175.00/point
Consolidation	\$ 350.00/test
Triaxial Shear – 1.4-inch, 2.0-inch diameter specimens (larger diameter specimens quoted upon request)	
a. Unconsolidated Undrained:	
- multiple specimen, 3 specimens minimum	\$ 85.00/spec
- single specimen, 3 points minimum	\$ 85.00/point
b. Consolidated Undrained – with pore pressure measurements:	
- multiple specimen, 3 specimens minimum	\$ 425.00/spec
- single specimen, 3 points minimum	\$ 425.00/point
c. Consolidated Drained:	
- multiple specimen, 3 specimens minimum	\$ 450.00/spec
- single specimen, 3 points minimum	\$ 450.00/point
Direct Shear – 2.5-inch diameter specimen	
- Q-Test, 3 points minimum	\$ 175.00/point
- S-Test, 3 points minimum	\$ 250.00/point
Remolding samples	\$ 60.00/each
Sample Preparation	\$ 50.00/hour
In-Place Moisture Density Tests, nuclear method	\$ 15.00/test
In-Place Moisture Density Tests, Drive Ring, Sand Cone, Volumeter	\$ 20.00/test

SOIL CONT'D

Gradation of Lime Treated Subgrade Soil	\$ 20.00/test
Lime Depth Checks.....	\$ 20.00/test
Nuclear Density Gauge	\$ 125.00/day
Nuclear Density Gauge (weekly rate)	\$ 375.00/week

CONCRETE

Mix Design, including gradations, absorption, specific gravity and unit weight of Aggregates, slump, unit weight and air content of concrete,

One water-cement Ratio.....	\$ 350.00/test
Additional Mix Design on same samples of aggregate.....	\$ 200.00/test
Confirmation Test Cylinders (min. of 6 per mix)	\$ 21.00/test
Sieve Analysis (ASTM C-136)	\$ 50.00/test
Sieve Analysis (material finer than #200 sieve)	\$ 35.00/test
Concrete Coring (up to 4" dia. & 6" thick – min. 3/trip)	\$ 90.00/each
Minimum Coring Charge (per trip).....	\$ 300.00/each
Capping and Testing Cores	\$ 28.00/each
Sawing Core ends.....	\$ 28.00/each
Concrete Cylinders-with inspection (minimum of 4)	\$ 21.00/each
Concrete Beams-with inspection.....	\$ 32.50/each
Mortar Cubes	\$ 30.00/each
Grout Prisms	\$ 35.00/each
Equipment Fee (in addition to coring fees).....	\$ 150.00/each

AGGREGATE

Sieve Analysis	\$ 50.00/test
Specific Gravity	\$ 70.00/test
Los Angeles Abrasion.....	\$ 575.00/test
Sample Preparation	\$ 50.00/test
Absorption	\$ 45.00/test
Clay Lumps	\$ 45.00/test
Calcium Carbonate.....	\$ 325.00/test
Hydraulic Conductivity (ASTM D 2434)	\$ 150.00/test

GEOSYNTHETICS

Thickness (GM)	\$ 15.00/test
Specific Gravity (Density)	\$ 15.00/test
Carbon Black Content.....	\$ 35.00/test
Carbon Black Dispersion	\$ 35.00/test
Tensile Properties.....	\$ 55.00/test
Peel & Shear	\$ 27.00/test
Direct Shear Interface	\$1250.00/test
Clay Mass/Unit Area (GCL)	\$ 25.00/test

GEOSYNTHETICS CONT'D

Permeability (GCL).....	\$ 250.00/test
Puncture Resistance (ASTM D 4833).....	\$ 35.00/test
Tear Resistance (ASTM D 1004).....	\$ 42.00/test
Moisture Content (ASTM D 4643, D2216)	\$ 15.00/test

GEOTEXTILES

Apparent Opening Size (ASTM D 4751).....	\$ 86.00/test
Hydraulic Transmissivity (ASTM D 4716)	\$ 81.00/test
Mass/Unit Area (ASTM D 5261, D 3776).....	\$ 10.00/test
Permittivity/Permeability (ASTM D 4491)	\$ 70.00/test
Thickness (ASTM D 1777, D 5199).....	\$ 10.00/test
Tensile (Grab) (ASTM D 4632).....	\$ 52.00/test
Puncture Resistance (ASTM D 4833).....	\$ 35.00/test
Tear Restistance (ASTM D 4533)	\$ 52.00/test

ASPHALT

Extraction & Gradation.....	\$ 195.00/test
Thickness.....	\$ 15.00/test
Bulk Specific Gravity.....	\$ 21.50/test
Cores/ea/inch of depth (Min. 3/trip).....	\$ 10.00/inch
Max. Theoretical SG	\$ 75.00/test
Rice Gravity	\$ 75.00/test
Disposal Fee (Environmental)	\$ 30.00/each
Lab Mold/Density	\$ 87.00/test
Stability	\$ 170.00/test
Core Density	\$ 34.00/each
Core Thickness	\$ 15.00/each
Core Patch	\$ 10.00/each
Equipment Fee (in addition to coring fees).....	\$ 150.00/each

STRUCTURAL STEEL

CWI/Structural Steel Inspection, visual (min. 4 hours/trip).....	\$ 65.00/hour
Ultrasonic Testing (min. 4 hours/trip).....	\$ 75.00/hour
Material/Equipment Fee.....	\$ 45.00/each
(Added to Ultrasonic, Magnetic Particle & Liquid Penetrant Testing)	

FLOOR FLATNESS

Minimum Charge	\$ 495.00/each
Over 15,000 sf.....	\$ 0.027/sf

NOTES:

1. Field test rates are charged per test in addition to technician hourly rates.
2. A minimum of four (4) hours technician time and vehicle charge will be billed for each call out, sample or specimen pickup.
3. Technician time is charged portal-to-portal.
4. Overtime rates are 1.5 times regular rate for hours worked over 8 hours per day or hours before 7:00 am and/or after 5:00 pm. Lab and field services performed on Saturday, Sunday and Holidays will be charged at 1.5 time's regular rate.
5. Engineer time is minimum of 4 hours and support vehicle charge for field visits.
6. Drilling rates are for depths of 100 feet or less.
7. Additional tests not included in this schedule of fees will be quoted upon request.
8. All fees subject to change without notice.
9. Next day results for standard proctor (if available) will be charged at 1.5 time's standard unit price.

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Document Pages: 60

Signatures: 4

Envelope Originator:

Supplemental Document Pages: 0

Initials: 0

Karen E. Smith

Certificate Pages: 6

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Payments: 0

karen.smith@cityofdenton.com

Envelopeld Stamping: Enabled

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karen.smith@cityofdenton.com

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Signature

Timestamp

Karen E. Smith

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karen.smith@cityofdenton.com

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John Knight
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john.knight@cityofdenton.com

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Deputy City Attorney

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Julia Winkley

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julia.winkley@cityofdenton.com

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Contracts Administration Supervisor

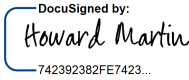
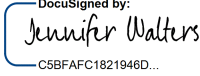
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Howard Martin howard.martin@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	 Using IP Address: 129.120.6.150	Sent: 1/11/2017 9:54:11 AM Viewed: 1/17/2017 11:26:34 AM Signed: 1/17/2017 11:26:46 AM
Jennifer Walters jennifer.walters@cityofdenton.com City Secretary City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	 Using IP Address: 129.120.6.150	Sent: 1/17/2017 11:26:49 AM Viewed: 1/17/2017 4:15:25 PM Signed: 1/17/2017 4:16:09 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<div>COPIED</div>	Sent: 12/13/2016 3:34:10 PM Viewed: 12/13/2016 4:06:26 PM
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Jennifer Bridges jennifer.bridges@cityofdenton.com Procurement Assistant City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 1/17/2017 4:16:12 PM
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 1/17/2017 4:16:13 PM
Frank Payne Frank.payne@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 1/17/2017 4:16:14 PM
Notary Events	Timestamp	
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/17/2017 4:16:14 PM
Certified Delivered	Security Checked	1/17/2017 4:16:14 PM
Signing Complete	Security Checked	1/17/2017 4:16:14 PM
Completed	Security Checked	1/17/2017 4:16:14 PM
Payment Events	Status	Timestamps
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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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